



AGRICULTURE AND FOOD AUTHORITY

TENDER NAME: REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A STRATEGY TO PROMOTE DOMESTIC CONSUMPTION OF KENYAN COFFEE.

TENDER NO. AFA/T/08/2020/2021

**Ag. Director General
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SECTION I - LETTER OF INVITATION

Date: 2nd February 2021

Dear Sir/Madam,

- 1.0 Agriculture and Food Authority invites sealed tenders from interested and eligible bidders to submit proposals as per the particulars below;

No.	Tender No.	Tender Name	Eligibility	Closing Date
	AFA/T/08/2020/2021	Request for Proposal for Provision of Consultancy Services for the development of a Strategy to Promote Domestic Consumption of Kenyan coffee.	National Open Tender	11.30 am, Tuesday 16 th February 2021

- 1.1 Tender document with detailed information and instructions may be viewed and down loaded from Agriculture and Food Authority website - www.afa.go.ke **or** Public Procurement Information Portal (ppip.go.ke) free of charge and thereafter bidders can forward their company's details to tenders@afa.go.ke so that any addendum/clarifications can be sent to their email address.

- 1.2 The original and a copy of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and copy of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the tender **Name and Tender No.** as indicated above, addressed to Director-General Agriculture and Food Authority **Tea House, Naivasha Road, off Ngong Road P.O. Box 37962 - 00100 Nairobi** and clearly marked "DO NOT OPEN before **Tuesday, 16th February 2021, 11.30am.**
- 1.3 The completed Technical and Financial proposals must be delivered and deposited in the Tender box located at the **Reception Agriculture and Food Authority Tea House, Naivasha Road, off Ngong Road** on or before **Tuesday, 16th February 2021, 11.30am** Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened.
- 1.4 Technical proposals will be opened immediately after the submission deadline at **Conference Hall, ground floor Tea House** in the presence of bidders who may choose to attend.
- 1.5 Bidders are required to serialize all the pages of their documents.

Yours sincerely.
Director General

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The **Agriculture and Food Authority** will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants 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, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 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.

2.1.7 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 Individual consultant 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 post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or 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 consultants 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 intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants 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 tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.2.4 The procuring entity shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

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

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

2.3.3 While preparing the Technical proposal, the individual consultant must give particulars attention to the following:

- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she 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. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) the individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) 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, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month.
- 2.4.2 The Financial proposal should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant 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. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.
- 2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and opening of proposals

- 2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.
- 2.5.2 For each proposal the individual consultants 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". 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 consultants and clearly marked "DO NOT OPEN before **Tuesday, 16th February 2021, 11.30am**

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 consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant 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 consultant's number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the 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 consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant 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.

2.6.3 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact AFA on any matter related to

his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Authority in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.3 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is conclude

EVALUATION CRITERIA

Stage 1: Mandatory & Preliminary Requirements (MR)

The following Mandatory Requirements must be met notwithstanding other requirements in the document

No.	CRITERIA	YES/NO
No	Requirements	
MR 1	Provide a copy of the company's Certificate of Incorporation/ Registration	
MR 2	Provide copy of the company's current Tax Compliance issued by Kenya Revenue Authority (KRA) valid up-to at least the date of tender opening	
MR 3	Submit a valid copy of company CR12 or CR13 issued by Registrar of companies	
MR 4	Provide a fully filled Confidential Business Questionnaire as provided in the Tender Document	
MR 5	Audited financial statements for the last two years of 2018 & 2019. Copies of audited financial reports incorporating audit opinions issued in accordance with ICPAK regulations.	
MR 6	Must fill the Anti-corruption in the format provided	
MR 7	Must fill the Debarment in the format provided	
MR 8	Submission of the proposal format in compliance with sections 1.2 & 2.5.3 of this document	

Any bid that does not meet any of the above criterion will be declared non-responsive and thus disqualified from further evaluation.

Stage 2: Evaluation of Technical Proposal

Bids that will pass the preliminary stage shall have evaluated based on their responsiveness to the Terms of Reference and as per the Technical evaluation criteria below;

Compliance with the Technical Requirements

[illegible]

3	Adequacy of proposed methodology approach to tackle the objectives (25 marks) Work plan: completion of each milestone detailing timelines (5 marks)		
4.	Value Adding suggestions/comments on the TORs (5)	5	
	TOTAL MARKS	100	
	Pass score	75	

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.

Only bidders who score 75% and above will be subjected to the Financial Evaluation.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committed 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 points criteria

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 tenderers 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 consultant 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 consultants 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 unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants 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 the individual consultants who choose to attend the opening. The name of the individual consultant, 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 tenderers shall be as follows:

$S_f = 100 \times f_m / f$ 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 consultants 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 consultants. Unless otherwise stated in the appendix to the instructions to consultants the formule 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 consultant 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 consultants. The purpose of the negotiations is for the procuring entity and the individual consultant 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 consultant 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 consultant 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 consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

- 2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants 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 consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

APPENDIX A - INFORMATION TO CONSULTANTS

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

Clause Reference

2.1 The name of the Client is: **AFA (Agriculture and Food Authority)**

2.1.1 The method of selection is: **QCBS - Technical 0.8 and Financial 0.2**

2.1.2 Technical and Financial Proposals are requested in different envelopes but in one outer cover envelope: Yes

The name, objectives, and description of the assignment:

2.1.3 A pre-proposal conference will be held: NO

The name(s), address (es) and telephone numbers of the Client's official(s) are:

Agriculture and Food Authority
**Tea House, Naivasha Road, off Ngong Road P.O. Box 37962 -
00100 Nairobi.**
Emails: info@afa.go.ke; tenders@afa.go.ke
Telephone nos.0722200556,0734600944,3872421,3872497

2.1.6 Your quote should include all relevant statutory obligations e.g. VAT

2.1.7 Consultants must submit one original proposal and a copy. Both Technical and Financial Proposals

2.1.8 The proposal submission address is:

Agriculture and Food Authority (AFA)
Head Office: Tea House, Naivasha Road, Off Ngong, Road
P. O. Box 20064 - 00200
Nairobi- Kenya
be deposited in the Tender box located at the reception of the Tea House on or before Monday, 16th February 2021 at 11.30 a.m

1.1.9 Proposals must be submitted not later than the following date and time:
Tuesday, 16th February 2021 at 11:30 am

2.1.10 The minimum technical score required to pass is **75%**

2.1.11 The weights given to the Technical and Financial Proposals are:

T=80% (Technical)

P=20 %(Financial

2.1.12 Your proposal must indicate your delivery period. The Organization expects that the assignment can cover a period of 3 months.

2.8.5 Evaluation of Financial Proposals

The formula for determining the financial score (SF) shall be as follows

$$\mathbf{SF = 100 \times FM/Ff}$$

Where:

SF: Financial Score

Fm: Lowest quoted fee

Ff: Fees of the proposal under consideration

COMBINED TECHNICAL AND FINANCIAL SCORE

The individual Consultant's proposals will be ranked according to their combined Technical Score (ST) and Financial Score (SF). The Formulae for the combined scores shall be as follows:

$$\mathbf{S = ST \times T\% + SF \times P\%}$$

Where:

S: Total Combined Scores of Technical and Financial Scores

ST: Technical Score

SF: Financial Score

T: Weight given to the Technical

Proposal P: Weight given to the

Financial Proposal **Note: P + T**

$$\mathbf{= 1}$$

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

The weight given to the Technical and Financial Proposals are:

$$\mathbf{T = 0.8}$$

$$\mathbf{P = 0.2}$$

SECTION III - TERMS OF REFERENCE (TOR)

(a) Background information

Agriculture and Food Authority (AFA) is a State Corporation established under Section 3 of the Agriculture and Food Authority Act **of P.O. Box 37962 – 00200 Nairobi** whose registered office is situated at **Tea House, Naivasha Road, off Ngong’ Road**. AFA has eight directorates and among them is Coffee Directorate. Coffee Directorate’s mandate is to develop, promote and regulate the Kenyan coffee industry. AFA- Coffee Directorate would wish to engage the services of a competent consultant to **develop a Promotion Strategy for Domestic Consumption of Kenyan coffee**.

Coffee as a final product is derived from green coffee beans. Green coffee beans in turn are got from parchment coffee as a result of milling through secondary processing at the dry mills. The coffee parchment is a result of wet mill processing of red ripe coffee berries picked from either Arabica or Robusta coffee trees. Two species of coffee are grown for commercial depending on the altitude, climatic condition and soil types. Arabica coffee is grown in high altitude in Kenya ranging from 1,200 – 1,800 M above sea level with annual rainfall distribution of 800 mm- 1400 mm. Robusta coffee is grown in lower altitudes ranging from 1200 m – 800m above sea level in regions with annual rainfall distribution of between 800mm to 1200mm. Kenya produces averagely 40,000 MT of clean coffee annually. However, 95% of Kenya’s coffee is exported as raw material to coffee importing countries and only about 5% equivalent to 1411 MT of clean coffee is value added in Kenya.

1. Introduction

Kenya is considered a very low coffee drinking country compared to other coffee producing countries like Ethiopia, Guatemala and Columbia among others. To

reverse this trend, the Directorate has undertaken to popularize coffee consumption among Kenyan citizens and especially the youth. In pursuance to this, the Directorate has been carrying out aggressive promotions of domestic coffee consumption in the country. This has resulted to an increase in consumption of Kenyan coffee from 1% in 2010 to 3% in 2019. The Directorate would like to grow this increase to about 8% in the next 5 years from now.

In order to achieve this envisaged growth in domestic coffee consumption, the Directorate therefore seeks to develop a suitable Promotion Strategy for Domestic Consumption of Kenyan Coffee. In this respect, the Directorate is therefore seeking to engage the services of a qualified and experienced consultant to undertake this activity as per the terms of reference given below as per the terms and conditions as follow:

2. Strategy description

The strategy specifically seeks to develop a culture of coffee consumption among the Kenyan youth and the general public critical for the promotion of domestic coffee consumption. Overall, the strategy should identify the specific marketing strategies and promotional activities to help achieve the specific objectives.

The strategy should also enhance the promotion and use of Coffee Kenya Mark of Origin as a brand.

(b) Objectives of the assignment

The specific objective for the development of strategy for promotion of domestic coffee consumption of Kenyan coffee include;

- i. To design and develop a marketing information tool that would help the Directorate's marketing team identify marketing opportunities and problems associated with domestic coffee consumption in Kenya.

- ii. To design and develop awareness and promotion protocol/tools to help persuade the youth and the general public towards enhanced consumption of Kenyan coffee.
- iii. To identify and document the health benefits and side effects of coffee consumption with intend of designing and developing a communication strategy that presents a truthful and balanced information to the public.
- iv. To design linkages through different outlets such as coffee houses, hotels and supermarkets that can serve as access/distribution outlets for Kenya's high quality coffee to the general public.
- v. To identify relevant policies that would help the National and County governments to enhance the culture of drinking coffee in Kenya.

3. Specific Deliverables

At the end of the consultancy, the consulting firm will among other have:

- a) Identified and documented the strengths and weaknesses of Coffee Directorate in its role to promote domestic coffee consumption.
- b) Documented how the directorate can exploit its strengths through the proposed interventions to overcome its weaknesses.
- c) Identified and segmented Kenya's niche coffee consumption markets for the purpose of promoting local consumption of Kenyan coffee.
- d) Identified existing opportunities and threats to the promotion of the consumption of Kenyan coffee in each segmented local target.
- e) Designed and developed a strategy for promotion of domestic coffee consumption targeting the target population.
- f) Identified threats to the promotion and consumption of Kenyan coffee and designed a strategy on how these threats can be overcome.

- g) Developed effective communication strategy integrating promotional programs with clearly identified target audience with well-defined communication objectives, designed message, chosen or preferred media through which to select the message source and collect feedback.
- h) Developed overall promotion mix to achieve increased domestic consumption of Kenyan coffee.
- i) Developed affordable annual promotion budget to support the developed Promotion Strategy for Domestic Coffee Consumption of Kenyan coffee.
- j) Designed working digital connections that support e-marketing for the promotion of domestic coffee consumption in Kenya.
- k) Provide a detailed report for the establishment of logistical framework for market and distribution infrastructure in which a fully integrated domestic coffee consumption promotion strategy in Kenyan universities should be based.
- l) Present the draft strategy for public participation meetings – two meetings in East of Rift and other two meetings in West of Rift for stakeholders' input.
- m) Make a presentation in a stakeholders' workshop to validate the final strategy document.
- n) Make a presentation of the finalized domestic coffee consumption strategy to the Director - Coffee Directorate.
- o) Provide quality bounded 10 copies of the approved Promotion Strategy for Domestic Coffee Consumption of Kenyan coffee.

3.1 General

- a) Conduct a broad political, economic, social, technological, environmental and legal analysis (PESTEL) and any other external factors that may impact on the potential of the Kenya's domestic market

- b) Use high level SWOT or “Porter’s Five Forces” analysis to determine the competitive intensity and attractiveness of the market for the Kenyan coffee product in the domestic market
- c) Conduct a review of the legal and fiscal environments in the market to determine the levels of consumptions and the purchasing power of each target market.
- e) Provide a report indicating the most appropriate commercial, fiscal, legal and strategic requirements for each selected Kenyan coffee product line for promotion to enter the market, based on the comparative analysis.

(c) Scope of work or services of the assignment

The target population is wide spread within the country with specific preference coverage of 10 urban centers and five institutions of higher learning.

(d) Training requirements (where applicable)

The consultant may suggest if there are any training requirements to be offered to the Coffee Directorate staff before implementing the domestic coffee consumption strategy and which organization could offer it.

(e) Reporting systems and time schedules

The consultant will be reporting to the Deputy Director- Market Research and Product Development of Coffee Directorate. The reporting must be in the form of progress reports. Consultations through official emails and phone calls could be made to seek clarification

(f) Facilitation

The client may create linkages and networks to unlock potential or perceived challenges encountered by the consultant during the period of constancy work.

(g) Visits

The Deputy –Director for Market Research and Product Development of Coffee Directorate shall make unplanned occasional visits to site venues and institutions to ascertain that the field work is progressing as per the work plan provided by the consultant.

(h) Terms of payment-

Payments shall be made in three installments as follows:

- i. 20% upon provision of inception report
- ii. 40% upon provision of preliminary of Promotion Strategy for Domestic Coffee Consumption of Kenyan Coffee Report
- iii. 20% upon successful submission of the Final Report of Promotion Strategy for Domestic Coffee Consumption of Kenyan Coffee colour printed and book bound of 20 copies.

(i) Reports

Submission of reports demonstrating achievements of the above deliverables by the consultant shall be made as follows: Inception report, first, second, third and final reports).

(j) Duration of the assignment

The assignment shall not take more than ten (10) weeks from the date of the contract is signed between the Authority and the consulting firm.

(k) Expenses

Expenses relating to the cost, accommodation of the consultant and members of the consulting firm and incidental costs shall be part of the financial proposal and shall be borne by the consultant.

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following: -

- (a) Submission letter
- (b) Particulars of the consultants including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times schedule.

(to be prepared by the consultant as appropriate)

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

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

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

(to be prepared by the consultant as appropriate)

SECTION VI - STANDARD CONTRACT FORM

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

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

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years 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.

Assignment Name:	Country
Location within Country: Your	Professional Staff provided by Firm/Entity(profiles):
Name of Client: assignment.	Clients contact person for the
Address: of	No of Staff-Months; Duration Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
Approx. Value of Services (Kshs)	
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by
Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	

Narrative Description of project:
Description of Actual Services Provided by Your Staff:

Firm's	Name:

Name	and title of signatory;

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS 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.
- 5.

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

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

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. 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 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 me, my qualifications, and my experience.

_ Date: _____
[Signature of staff member]

_____ Date; _____
[Signature of authorised representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full _____

Name:

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 ^t h	11 ^t h	12 ^t h	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	

4. Interim Progress Report (a)First Status Report (b)Second Status Report	
3. Draft Report	
4. Final Report	

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

This Agreement, [hereinafter called "the Contract"] is entered into this _____ [insert starting date of assignment], by and between.

_____ [insert Client's name] of [or whose registered office is situated at] _____
 _____ [insert Client's address] (hereinafter called "the Client") of the one part AND

_____ [insert Consultant's name] of [or whose registered office is situated at] _____
 _____ [insert Consultants 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,

Agriculture and Food Authority January 2021

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 Service, "which is made an integral part Of this Contract.
- (ii) The Consultant shall provide the personnel listed Appendix B, "Consultant's Personnel," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, " Consultant's Reporting Obligations."

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** The Consultant shall perform the Services during the period commencing on _____[insert starting date] and through to _____ [insert completion 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

amount
understanding
be

Exceed _____ [insert amount]. This
has been established based on the
that it includes all the Consultant's costs and
profits as well as any tax obligation that may
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.)

the

the

Kshs. _____ upon the Client's receipt of
Draft report, acceptable to the Client; and
Kshs. _____ upon the Client's receipt of
Final report, acceptable to the Client.

Kshs. _____ Total

C. Payment Conditions

unless
days
designated
delayed
due

Payment shall be made in Kenya Shillings
otherwise specified not later than thirty (30)
following submission by the Consultant of
invoices in duplicate to the Coordinator
in Clause 4 here below. If the Client has
payments beyond thirty (30) days after the

the 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 Administration** A. Coordinator
The Client designates _____ [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

assigned shall promptly replace any employees 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 Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.

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

8. **Consultant Not** The Consultant agrees that during the term of this **to be Engaged** Contract and after its termination the Consultant **in certain** and any entity affiliated with the Consultant shall **Activities** be disqualified from providing goods, works or services (other than the Services and any

continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance**
out

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

10. **Assignment**
Contract or
Client's

The Consultant shall not assign this sub-contract any portion of it without the prior written consent.

11. **Law Governing Contract and Language**
be

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

12. **Dispute Resolution**
parties
arbitration

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 parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch,
On the request of the applying party.

For the Client

For the Consultant

Full name _____

Full name _____

Title _____

Signature _____

Date _____

Title _____

Signature _____

Date _____

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1.	Financial proposal submission Form
2.	Summary of costs
3.	Breakdown of price/per activity
4.	Breakdown of remuneration per activity
5.	Reimbursables per activity
6.	Miscellaneous expenses

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for
(_____) [Title of consulting services] in accordance with your
Request for Proposal dated (_____) [Date] and our Proposal.
Our attached Financial Proposal is for the sum of
(_____)
[Amount in words and figures] inclusive of the taxes.

We remain,

Yours sincerely,

_____ [Authorized Signature]
:
_____ [Name and Title of Signatory]:
_____ [Name of Firm]
_____ [Address]

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description:_____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____			Name:_____	
Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name:_____

N o.	Description	Unit	Quantit y	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

2.

REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED
Board Secretary

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 General

Business	Name
.....	
Location	of Business Premises
..... Plot No,	
.....Street/Road	
..... Postal addressTel No.	
.....Fax Email	
.....	
Nature of Business	
.....	
Registration Certificate No.	
..... Maximum	
value of business which you can handle at any one time – Kshs.	
.....	
Name of your bankers	
.....	
.....	
..... Branch	
.....	
.....	

	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p align="center">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td colspan="4">1.</td> </tr> <tr> <td colspan="4">2.</td> </tr> <tr> <td colspan="4">3.</td> </tr> <tr> <td colspan="4">4.</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																		
1.																					
2.																					
3.																					
4.																					

	<p style="text-align: center;">Part 2 (c) – Registered Company Private or</p> <p>Public</p> <p>State the nominal and issued capital of company Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1.</td> <td></td> </tr> <tr> <td></td> <td></td> <td>2.</td> <td></td> </tr> <tr> <td></td> <td></td> <td>3.</td> <td></td> </tr> <tr> <td></td> <td></td> <td>4.</td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares			1.				2.				3.				4.	
Name	Nationality	Citizenship details	Shares																		
		1.																			
		2.																			
		3.																			
		4.																			
	<p>Date.....Signature of Candidate.....</p>																				

SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....	
.....		
(Title)	(Signature)	(Date)

Bidder Official Stamp

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
.....
.....

(Title)

(Signature)

(Date)

Bidder's Official Stamp

LETTER OF NOTIFICATION OF AWARD

Agriculture and Food
Authority
P.O Box 37962 – 00100, Nairobi.

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer whose particulars appear below on the subject matter of this Letter of Notification of Award.

Ag. Director General