



**TENDER NAME: TENDER FOR CONSULTANCY SERVICES FOR THE
DEVELOPMENT AND IMPLEMENTATION OF FARMERS REGISTRATION**

TENDER NO: AFA/OT/01/2021-2022

CLOSING DATE: 29TH SEPTEMBER, 2021

TIME: 11.00 AM

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SECTION I - LETTER OF INVITATION



AGRICULTURE AND FOOD AUTHORITY

INVITATION TO TENDER

Agriculture and Food Authority invites sealed tenders from interested and eligible bidders for the tender below;

No.	Tender No.	Tender Name	Eligibility	TENDER COMMENCEMENT	TENDER Closing Date
1.	AFA/OT/01/2021-2022	Request for Proposal for Consultancy Services for the Development and Implementation of Farmers Registration	Open Tender	15/09/2021	29/09/2021 at 11.00AM

Tender documents with detailed information and instructions may be viewed and down loaded from Agriculture and Food Authority website- <http://www.afa.go.ke> and PPIP Portal: <http://www.tenders.go.ke> free of charge.

Enquiries can be made via Email address tenders@afa.go.ke.

Bidders are advised to regularly visit the AFA website to obtain any additional information/Addendum on the Tender. All addenda/ additional information on the tender shall be posted on AFA website as they become available.

ACTING DIRECTOR GENERAL

1.1 Agriculture and Food Authority invites a sealed bid from eligible consultants for Provision of Consultancy Services.

1.2 The request for proposals (RFP) includes the following documents:

- | | |
|-------------------------------------|------------------------------|
| Section I | - Letter of invitation |
| Section II | - Information to consultants |
| Appendix to Consultants information | |
| Section III | - Terms of Reference |
| Section IV | - Technical proposals |
| Section V | - Financial proposal |
| Section VI | - Standard Contract Form |

1.3 Upon receipt, please inform us

- (a) that you have received the letter of invitation
- (b) whether or not you will submit a proposal for
the assignment

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand 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 preproposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The price to be charged for the tender document shall not exceed Kshs. 1,000.00

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

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

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

- (iii) It is desirable that the 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, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked **“ORIGINAL”** or **“COPY”** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and warning: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal

comparison or Contract award decisions may result in the rejection of the consultant's proposal.

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

2.7 Evaluation of Technical Proposal

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

- Specific experience of the consultant related to the assignment (15)
- Adequacy of the proposed work plan and methodology in responding to the terms of reference (35)
- Qualifications and competence of the key staff for the assignment (50)

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 the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the 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 the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the

Financial Proposals are opened. The Client shall prepare minutes of the public opening.

- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows: - $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

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

2.10 Award of Contract

Post qualification

- 2.10.1. In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.10.2. The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to **clause 2.11.2**, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.10.3. An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
- 2.10.4 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.5 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".
- 2.10.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.9 To qualify for contract awards, the tenderer shall have the following:
 - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

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

2.12 Performance security

2.12.1. Within fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.12.2. Failure of the successful tenderer to comply with the requirement of clause 2.26 or clause 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity May make the award to the next lowest evaluated or call for new tenders.

2.13 Corrupt or fraudulent practices

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

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

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

2.14 Appendix to information to consultants

Note on the Appendix to Information to Consultants

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
 - (a) The information that specifies or complements provisions of Section II to be incorporated.
 - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
 - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

Appendix to Information to Consultants

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

Reference	Appendix Information
2.1	The name of the Client is: Agriculture and Food Authority
2.1.1	The method of selection is Quality and Cost Based Selection (QCBS)
2.1.2	Technical and Financial Proposals are requested: Yes The name, objectives, and description of the assignment are as given in the Terms of Reference

2.1.3	The name(s), address(es) and telephone numbers of the Client's official(s) are: The Ag. Director General Agriculture and Food Authority Tea House, Naivasha Road, off Ngong Road P. O. Box 37962 - 00100 Nairobi
2.1.4	The Client will provide the following inputs: AFA will provide the following to support seamless provision of the services to successful bidder: Access to necessary facilities

	Any material necessary for the performance of the assignment
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2.1.5 (ii)	The estimated number of professional staff months required for the assignment is Supplier to provide
2.1.5 (iv)	The minimum required experience of proposed professional staff is: Ten years for team leader
2.1.6	Training is a specific component of this assignment: No
2.1.6 (vii)	Additional information in the Technical Proposal includes: None
2.1.7	Taxes: Bidders must quote inclusive of all applicable taxes
2.5.2	Consultants must submit an original and one additional copies of each proposal.
2.5.3	The proposal submission address is: The Ag. Director General Agriculture and Food Authority Tea House, Naivasha Road, off Ngong Road P. O. Box 37962 – 00100, Nairobi Tel: 0722200556 Email: info@afa.go.ke Information on the outer envelope should also include: REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF FARMERS REGISTRATION TENDER NO. AFA/OT/01/2021-2022
2.5.4	Proposals must be submitted not later than the following date and time: 29th September, 2021 at 1100hrs East Africa Time
2.6.1	The address to send information to the Client is tenders@afa.go.ke
2.6.3	The minimum technical score required to pass is 80 marks

2.7.1	<p>The formulae for determining the financial scores is the following</p> <p>$Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>The weights given to the Technical and Financial Proposals are: T=80 P=20</p>	
No.	CRITERIA	YES/NO
MR 1	Copies of certificate of incorporation/registration for local firms or equivalent for foreign firms with additional copies translated to English language where necessary;	
MR 2	Valid Tax Compliance Certificate or equivalent with additional copy translated to English language where necessary;	
MR 3	Valid Business Permit from county Government	
MR 4	A Bid Bond of Kenya Shillings 600,000 in form of bank guarantee issued by a reputable bank located in Kenya or Insurance bond from the firms approved by PPRA valid for 180 days from the date of tender opening	
MR 5	Certificate of Registration by a relevant regulatory authority	
MR 6	Duly filled signed and stamped Form of Tender	
MR 7	Duly filled and signed form of Self-Declaration that the Person/Tenderer is not debarred in the matter of the Public Procurement and Asset Disposal.	
MR 8	Duly filled and signed form of Integrity Pact	
MR 9	Duly filled and signed form of Declaration and Integrity Pact	
MR 10	Bid document paginated/serialized from the first page to the last page in the sequence of 1,2,3....	
MR 11	Audited accounts for 2019 and 2020 financial years signed by certified accountants. The accounts must provide the certified accountants practicing number.	
MR 12	Provide Five past experience works of similar nature	
MR 13	Attach CV for key staff	

MR 14	Must have done sales turn over of Kshs.20M for the last Two Years (each year).	
MR 15	Power of Attorney	

TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

Specific Experience of the Lead Consultant	
1.	Experience in working with Agriculture Sector on improving agricultural data management such as agricultural statistics (proof of evidence is required).
2.	Minimum of 10 years' demonstrable experience conducting similar consultancies for Agriculture Sector supported programmes in food security, early warning system and climate change areas in the Africa region (proof of evidence is required).
3.	At least 10 years of experience in undertaking stakeholder mapping and development of a data management framework (proof of experience is required)
4.	Solid experience in planning and executing qualitative and quantitative studies, both experimental and non-experimental.
5.	Development of agricultural information system to support field work.
6.	The Lead Consultant should have a minimum of a PhD degree qualification in Agricultural Economics, Statistics, Economics or Sciences, with experience in Research, Monitoring and Evaluation, Agricultural Advisory and Agribusiness Services, of not less than 10 years. The rest of the consulting team (if any) should also have appropriate qualifications and demonstrable experience for the task.
7.	Excellent technical writing and analytical skills
Required Qualifications and Experience of the Firm	
8.	Prior experience in similar assignment – the consultancy must have knowledge of local formalities, traditions and customs of Kenyan Market
9.	Experience in agricultural data collection in Kenya is preferred.
10.	Capacity and experience in planning and organizing survey logistics.

11.	Have access to a good network of experienced enumerators, supervisors and data managers
12.	Previous experience in conducting similar assignments, as well as strong background in stakeholder mapping exercise and agricultural statistics.
13.	Reference for atleast Five recently completed assignment of similar nature.
14.	Capacity for implementing electronic data management using digital platforms.
15.	Obtain necessary permits or clearance for registration – the consultant is expected to acquire all the necessary permissions/permits for conducting the stakeholders’ registration, from the Government (National/County) and/or other appropriate legal authorities as necessary. The consultant is also expected to adhere to local laws and regulations such as taxation, labour law and obtaining health and accident insurance policies for its employees as necessary.
16.	Detailed plan of action and field procedure plan – to draw a plan of action and field procedure plan which will be shared with the client for information and concurrence. The plan of action and field procedure plan must include: strategies for effectively supporting the registration exercise, methodology, broad timeframe and work plan, data/information management and reporting plan. It will also explain how data quality will be assured.

Evaluation of Technical Proposal

2.7.1 The Authority shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference and as per the Technical evaluation criteria below;

No.	Evaluation parameter	Max. score	Bidders Score
1 a	Ten years Experience of the Firm (5 Marks)	5	
b	Evidence of five major assignments in the last five years of similar nature (Attach either Contracts/LSO or completion certificate) (5 Marks each).	25	
2.	Qualification and experience of the key personnel/consultants to undertake the assignment Designate account manager specific for the assignment		

a	<p>Staff Qualifications. –</p> <p>Team leader (Agriculture Expert) A minimum of PhD degree in Agricultural Economics, Statistics, Economics or Sciences or related field - attach copies of the Certificates (6 marks) Proof of affiliation to a professional body - Attach current membership certificate) – (4 Marks)</p> <p>Team Member 1: (Agri-Business/ Monitoring Officer) A minimum of Master’s degree in in Agri-Business, Agricultural Economics, Statistics, Economics or Sciences- attach copies of the Certificates (5 marks)</p> <p>Team Member 2: (Data Manager and Analyst) A minimum of Masters Degree qualification in Agricultural Economics, Statistics, Economics, Computer Science or Related Studies. Attach copies of the Certificates (5 marks)</p>	20	
b	Key Staff Experiences	20	
	<p>Team leader (Agriculture Expert) (8 marks) a) Attach a detailed CV (3 marks) b) At least 10 years’ practical experience in undertaking Data collection in Agriculture sector, stakeholder mapping and development of a data management framework and Solid experience in planning and executing qualitative and quantitative studies, both experimental and non-experimental. . (CV as above) (5 marks)</p> <p>Team Member 1 (Agri-Business/ Monitoring and Evaluation Officer) (6 marks): a) Attach a detailed CV (3 marks) b) At least 3 years’ practical experience in undertaking Data collection in Agriculture business sector in value chain analysis, Markets and Trade. (CV as above) (3 Marks)</p> <p>Team Member 2 (Data Manager and Analyst) (6 Marks): a) Attach a detailed CV (3 marks) b) At least 10 years’ in undertaking Data collection in Agri- Business sector (CV as above) (3 Marks)</p>		
3	ADEQUACY OF THE PROPOSED METHODOLOGY AND WORK		
	PLAN IN RESPONDING TO THE TERMS OF REFERENCE		
a	Technical approach, methodology and task break per activity.	15	
b	Work plan: approach to tackle the objectives including immediate commencement and timelines (ghantt chart)	10	
c	Value adding suggestions or comments on the TORs	5	
	Total points	100	
	Technical Pass Mark	80	

SECTION III - TECHNICAL PROPOSAL

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

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

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

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [*Authorized Signature*]

_____ [*Name and Title of Signatory*]

_____ [*Name of Firm*]

_____ [*Address*]

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:	Professional Staff provided by Your
Firm/Entity(profiles):	
Name of Client:	Clients contact person for the Assignment.
Address: No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year):	Completion Date Approx. Value of Services (Kshs) (Month/Year):
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 FPROVIDED 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.

14. 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 authorized 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)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10 th	11 th	12 th	
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 IV: - FINANCIAL PROPOSAL

4.0 The total contract amount exclusive of tax and will be divided and paid into three(3) times.

The **First** payment will be upon signing of the contract and submission of inception report with a work plan. The inception report should include:-

- (i) Strategy and approaches for implementation of the farmer registration and value chain mapping
- (ii) Description and approaches to the farmer register system development
- (iii) Approach to farmer registration for the selected value chain
- (iv) Data collection approaches and tools
- (v) Field management methodology
- (vi) Data management approaches
- (vi) Farmer register system capacity building approaches.

The **Second** payment will be upon approval and submission of desktop review and Value chain mapping report for the selected value chains, development of the farmer's registration system. The system should integrate with the current AFA Integrated Management Information System, provide a GIS component, allow for different reporting levels, utilize an Offline Mode and Mobile Version, report dashboard, incorporate Instruction dialogue, system administration that allows the administrators to modify the reporting templates provide a robust security administration, system security, automated email and SMS alerts, Interoperability ability, Data Validation ability, Internal validation of reports before submission, Customized Report Centre and provide County Ranking. Additionally, upon submission of complete farmer's registration tools and provision of the stakeholder sensitization reports.

The **Third** payment will be upon approval and submission of an automated farmer registration system complete with data and value chain indicators from the selected counties, clean dataset, analysis tables and report per value chain and approval and submission of the complete register of farmers and a training report on the registration system and processes, and the transfer exclusively all administrative and technical control and access rights of the registration system to AFA Food Crops Directorate

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

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

FINANCIAL PROPOSAL FORM

No.	Name of Item	Total in KShs.
1.		
2.		
3.		
4		
	Total cost (ksh)	

Financial formulae is indicated in the Appendix “ITC” 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.

Financial weighting 0.2

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

	Milestone	Indicate Percentage	Quoted Prices in (Kshs) Inclusive of all applicable taxes
1			
2			
3			
4			
5			
TOTAL		100%	

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: _____

No.	Description	Unit	Quantity	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				_____

SECTION V: - TERMS OF REFERENCE

CONSULTANCY SERVICES FOR THE DEVELOPMENT AND IMPLEMENTATION OF FARMERS' REGISTRATION

1. INTRODUCTION

Agriculture and Food Authority would like to conduct a food crop value chain mapping and registration. The register of farmers will interface with the exiting AFA Integrated Management Information System. This TOR is developed to engage a consultancy firm to undertake value chain mapping for selected food crops, conduct farmer's registration and capacity build key stakeholders and County Governments

2. BACKGROUND

The production of food crops in Kenya plays an important role in Kenya's economic development as a major source of food, income, employment creation, and saving on foreign exchange expenditures through import substitution. Food Crops subsector contributes approximately 33% of the total agricultural GDP.

This sub-sector is a major occupation of the rural population and accounts for a large share of the total agricultural output. The food crops sub-sector provides national food and nutritional security and income generation through the local markets. This sub-sector plays a significant role in the delivery on the Sustainable Development Goals of reducing poverty and hunger, as well as meeting the aspirations encapsulated in various Kenya Government policy documents such as Vision 2030, the Agriculture Sector Transformation and Growth Strategy (2019-2029) and the BIG FOUR Agenda.

The total annual Food Crop production for 2019 was 10.5 million tons supporting millions of households. Crop diseases, pests, and weeds greatly reduce the potential of these crops both in quality and quantity. Currently, losses due to these constraints are estimated at over 30%. Efforts to increase production and reduce these losses should take cognizance of the need to conserve the environment. The food crops sub-sector does not currently meet the country's demand for food commodities. Kenya continues to import large quantities of food products to meet the high demand for local consumption. The main food crops in Kenya are maize, wheat, rice, potatoes, Green grams, and beans. Maize is the principal staple food of Kenya and it is grown in 90 percent of all Kenyan households while the common bean and the potato are the most important legume and tuber crop respectively.

The proposed project takes a facilitative approach to value chain development, ensuring that project efforts lead to sustainable partnerships and increased benefits for all actors operating within the selected food crop value chains, as well as enhance long-term food security in the Country. This will be done by developing a farmer's registrar that collects data on seasonal basis. The project promotes key activities necessary for value chain integration and competitiveness such as documenting food crop production, trade, capacity building, and elements of policy reform across the value chain actors. The mapping and registration of farmers will aim to create a system responsible for reporting on selected indicators and address comprehensively the reporting needs of AFA Food crops directorate.

3. JUSTIFICATION

AFA within its core mandate of developing a robust one Integrated Management Information System as envisaged in its legal mandate, requires a food crop farmers register. The register that has capability to monitor the food situation for cereals, collate and collect data on production, processing, stocks and prices of food crops.

The current AFA system has not incorporated food crop value chain mapping; thus limiting availability of data to inform and implement of market and product strategies and policy gaps at national and county government

Based on the above mentioned challenges and recommendations from the stakeholders, the farmer registration system and data collected is expected to provide the period data at the national and county level, that is highly scalable and interoperable with other internal AFA systems.

4. GOALS AND OBJECTIVES

Objective

The objective of the technical assistance (service) is to design and implement a mapping and farmer registration exercise for the main food crops; maize, wheat, rice and potatoes in major counties that substantially contribute the food balance sheet in Kenya.

Specific objective

- i. Conduct a detailed desk review analysis of the selected food crops on; production trends, challenges of stakeholders in the value chains, markets and market linkages, costs of production and gross margins and identify policy gaps/ interventions at the national and county governments on value addition and promotion of the selected crops.
- ii. Develop a system for farmer registration that is scalable, interoperable, accessible, easy to use and capable of accepting application program interface from internal, external and related systems.
- iii. Automate and implement registration of farmers for the selected value chains.
- iv. Conduct data cleaning, analysis and reporting.
- v. Transfer exclusively all administrative and technical control and access rights of the registration system to AFA Food Crops Directorate
- vi. Capacity building of the national and county stakeholders on the use of the registration system.

4. Scope of work

Overall, the service provider will (i) Conduct a detailed desk review for the selected cereals value chain (ii) Create and implement a farmer's registration system, develop strategies for implementation and develop data collection tool for implementation. The system should integrate with the current AFA Integrated Management Information System, provide a GIS component, allow for different reporting levels, utilise an Offline Mode and Mobile Version, report dashboard, system administration that allows the administrators to modify the reporting templates and provide a robust security administration (iii) Build the capacity of AFA, county and sub-county agriculture officers and other stakeholders on the use of the system (iv) Data management, cleaning, analyses and reporting

The project will be phased as follows;

1. Phase 1: (i) Desk review and value chain mapping per county (ii) Development and testing of the data collection system, tools and quality assurances processes in conjunction with stakeholders at national and county levels (ii) Stakeholder meetings on sensitization of the project both county and National
2. Phase 2: (i) Data collection and registration of farmers (ii) data cleaning and analysis (iii) report writing
3. Phase 3: (i) Submission of the complete register of farmers (ii) capacity building of the county and sub-county team on the registration system and processes.

5. Output and deliverables

The overall expected output and deliverables from the service provider within the implementation period will encompass the following:

- An Inception Report provided two weeks after commencement of the contract;
- Desktop review report/ Complete value chain mapping report on the selected value chains
- Complete farmer registration on the selected value chains/ Farmers' register
- A complete farmer registration system that is able to integrate with the current AFA Integrated Management Information System,
- Documentation of implementation of the farmer's registration process and outcome indicators;
- Capacity building of all stakeholders on use of the system.

Intellectual property rights arising from activities undertaken during the implementation of this ToR will be owned by AFA.

6. ASSIGNMENT PERIOD

The period of assignment will be for a period of 9 Months phased in 3 month long cycles.

7. RESPONSIBILITY FOR ADMINISTRATION AND COORDINATION

7.1: OBLIGATION OF AFA

AFA (FD) will be involved from the beginning of the service provision. AFA (FD) will support the service provider during the period in:

- Oversee the overall implementation process including monitoring the process
- Provide liaison with the counties
- Pilot the system
- Approve the reports submitted

8. OBLIGATION OF THE SERVICE PROVIDER

- The service provider will submit an inception report, value chain mapping report, strategy for registration of farmers and data collection tools based on agreed indicators
- The service provider will submit to AFA the progress reports within the stated timeframe
- Develop the farmer registration system
- Register farmers of the identified value chains
- Pilot the system
- The service provider will hand over the final farmer registration system to AFA

9. QUALIFICATIONS AND EXPERIENCE

The consultant firm is expected to have:

- Deep experience in agribusiness in developing markets in Africa;
- Specific experience of agriculture in Kenya, with strong knowledge of agribusiness, production and markets, and relationships with key stakeholders in the agriculture sector
- Have knowledge on functions and operations of Government
- Knowledge on software systems
- Must demonstrate a previous similar assignment to the proposal that the company has undertaken before
- Strong monitoring, data analysis and report writing skills

10. TEAM COMPOSITION, COMPETENCE AND EXPERIENCE REQUIREMENTS

Lead Consultant/Team Leader – Agriculture Expert

Ph.D. degree in Agriculture or a related course in Agriculture on the same level from a recognized institution in Kenya having over 10 years' experience in value chain analysis, markets and trade.

Agribusiness/Monitoring Officers

At least four expert(s) with Masters degrees in Agri-Business/Agriculture / Economics/ Agri Economics/ M&E from a recognized institution in Kenya, Over 3 years in value chain analysis, markets and trade.

Data Manager and Analyst

Masters degree in statistics/computer science or related studies recognized institutions and having over 10 years' experience

The individual consultants selected by the firm to conduct this assignment must also meet all of the above requirements.

11. Reporting/ Coordination

The consultant shall forward all the reports to the Program Director; AFA Food Crop Directorates

Work plan

	Activities	Months									
	An Inception Report provided two weeks after commencement of the contract;										
	Desktop review report/ Complete value chain mapping report on the selected value chains										
	Develop complete farmer registration system that is able to integrate with the current AFA Integrated Management Information System,										
	Complete farmer registration on the selected value chains/ Farmers' register										
	Documentation of implementation of the farmer's registration process and outcome indicators;										
	Capacity building of all stakeholders on use of the system.										
	Final reports and handover										

SECTION VI: STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- b. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)
- c. ANNEX III – SMALL ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

- 1. LARGE ASSIGNMENT _____Exceeding Ksh 5,000,000
- 2. SMALL ASSIGNMENT _____Not exceeding Ksh. 5,000,000
- 3. TIME BASED PAYMENT ____Time based fixed fee Exact duration of contract not fixed
- 4. LUMP-SUM PAYMENT _____Stated fixed contract sum.

ANNEX I

STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES

Large Assignments (Lump- Sum payment)

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Special Notes

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

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

Between

[Name of the Client]

AND

[Name of the Consultant]

Dated: _____ *[date]*

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the “Contract”) is made the _____ day of the month of

_____ [month], _____ [year], between

_____,
[Name of client] of [or whose registered office is situated at _____ [location of office] (hereinafter called the “Client”) of the one part AND

_____ [name of consultant] of [or whose registered office is situated at]

_____ [location of office]

(Hereinafter called the “Consultant”) of the other part.

WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub consultants

Appendix D: Breakdown of Contract Price in

Foreign Currency

Appendix E: Breakdown of Contract Price in Local

Currency

Appendix F: Services and Facilities Provided by the Client

- 2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

[Full name of Client's authorised representative] _____

[Title] _____

[Signature] _____

[Date] _____

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

[Full name of Consultant's Authorized representative] _____

[Title] _____

[Signature] _____

[Date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;

- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language

This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives’

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and

Duties shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.3 Commencement

The Consultant shall begin carrying out the Services of thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.5 Modification

Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.9 Force Majeure

Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Extension Of Time

Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure

Payments

of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period

2.10 Termination

By the Client

The Client may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

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

For the purpose of this clause;

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

“fraudulent practice” means a misrepresentation of facts in order to

influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial noncompetitive levels and to deprive the Client of the benefits of free and open competition. (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

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

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

Payment upon Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and

safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant

Not to Benefit from Commissions, Discounts, Etc.

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable

Procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

Consultant and Affiliates Not to be Otherwise Interested in Project

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

Prohibition of

Neither the Consultant nor his sub consultant[s] nor their personnel shall engage, either directly or

Conflicting Activities

indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality The Consultant, his sub consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be The Consultant (a) shall take out and maintain and shall cause any sub consultant[s] to take out and maintain, at his (or the sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

Consultant's Actions requiring Client's Prior Approval The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- a). Entering into a subcontract for the performance of any part of the Services,
- b.) Appointing such members of the personnel not Listed by name in Appendix C ("Key Personnel and Sub consultants").

Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

Documents Prepared by the Consultant to be of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant become and in accordance with Clause

the Property

3.6 shall remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof.

The Consultant may retain a copy of such documents

and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

- | | |
|--|--|
| Description of Personnel | The titles, agreed job descriptions, minimum qualification- and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client. |
| Removal and/or Replacement Of Personnel | <p>(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications</p> <p>(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p> |

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and The Client shall use his best efforts to ensure that

Exemptions he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the If after the date of this Contract, there is any

Applicable Law

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

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum The Consultant's total remuneration shall not **Remuneration** exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price (a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for For the purposes of determining the remuneration

Additional Services due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents

Payment specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

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

1. 1(i) The Member in Charge is _____ *[name of Member]*

1.4 The addresses are:

Client: _____

Attention: _____

Telephone: _____

Telex; _____

Facsimile: _____

Consultant: _____

Attention: _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is
(_____) *[date]*.

Note: *The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee*

2.2 The date for the commencement of Services is _____ *[date]*

2.3 The period shall be _____ *[length of time]*.

Note: *Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.*

3.4 The risks and coverage shall be:

(i) Professional Liability

(ii) Loss of or damage to equipment and property _____

6. 2(a) The amount in foreign currency or currencies is _____
[Insert amount].

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

6.4 Payments shall be made according to the following schedule:

The payments will be done promptly, within 30 days after receipt of invoice at Agriculture and Food Authority and confirmation of satisfactory receipt of services

- Ten (10%) percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.
- Twenty (20%) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Twenty-five (25%) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Twenty-five (25%) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Thirty (30%) percent of the lump-sum amount shall be paid upon Management approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

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

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

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

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

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

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

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

ANNEX II

SAMPLE CONTRACT FOR CONSULTING SERVICES

LARGE ASSIGNMENTS AND Small Assignments

Time-Based Payments

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS TIME-BASED PAYMENTS

CONTRACT

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
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 reports listed in Appendix B, “Consultant’s Reporting Obligations,” within the time periods listed in such Appendix and the personnel listed in Appendix C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

- 2. Term** The Consultant shall perform the Services during the period commencing _____ [Insert start date] and continuing 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 exceed a ceiling of _____ *[Insert ceiling 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.

The payments made under the Contract consist of the Consultant's remuneration as defined in subparagraph (B) below and of the reimbursable expenditures as defined in subparagraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission 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 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.

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

4. Project Administration

A. Coordinator

The Client designates _____
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees

Providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

- 5. Performance** The Consultant undertakes to perform the Services with **Standard** 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 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 material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not Engaged** The Consultant agrees that during the term of this **to be** Contract and after its termination, the Consultant and **in certain** any entity affiliated with the Consultant shall be **Activities** disqualified from providing goods, works or services (other than the Services or 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 thereof without the Client's prior written consent.

11. Law Governing the Contract shall be governed by the Laws of Kenya and **Contract and** the language of the Contract shall be English Language.
Language

12. Dispute Resolution Any dispute arising out of this 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; -----

Title; -----

Signature; _____

Signature; -----

Date; _____

Date; -----

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Reporting Obligation

Appendix C: Cost Estimate of Services, List of Personnel and Schedule of Rates

(iv) APPENDIX C

Cost Estimate of Services, List of Personnel and Schedule of Rates.

(1) Remuneration of Staff

	Name	Rate (per month/day/hour in currency)	Time spent(number of month/day/ hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

(2) Reimbursable

	Rate	Days	Total
(a) Air Travel			
(b) Road Transportation			
(c) Per Diem			
			Sub-Total (2)

TOTAL COST _____

Physical Contingency _____

CONTRACT CEILING _____

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

BIDDER'S DECLARATION AND INTEGRITY PACT

BIDDER'S DECLARATION

We/I the undersigned, in the capacity of
for [*name of the company/firm/individual*]
certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

INTEGRITY PACT

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for: _____, all personnel of _____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by Agriculture and Food Authority (herein referred to as AFA) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by Agriculture and Food Authority for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by Agriculture and Food Authority for a period of two (2) years. If proven as a fact that we have offered bribes to Agriculture and Food Authority or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by AFA for a period of two (2) years. If proven that we have offered bribes to Agriculture and Food Authority or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by AFA for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or Agriculture and Food Authority official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and AFA, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, AFA to seek information

from any source to confirm our compliance with the requirements of this Integrity Pact.

6 The bidder authorizes AFA, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Managing Director)

Full Name printed: _____

(vi) SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL

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

ANNEX III

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS LUMP-SUM PAYMENTS

CONTRACT

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 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.

(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.”

2. **Term** The Consultant shall perform the Services during the period commencing on _____ [*Insert starting date*] and continuing 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 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.

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 _____ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs _____ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs _____ upon the Client's receipt of the final report, acceptable to the Client.

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings 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 herebelow. 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 _____ *[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 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 material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities

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

9. Insurance

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

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

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

12. Dispute Resolution

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: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's reporting Obligations

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..... of20...

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.

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