



MINISTRY OF AGRICULTURE, LIVESTOCK & FISHERIES

**KENYA CEREAL ENHANCEMENT PROGRAMME – CLIMATE
RESILIENT AGRICULTURAL LIVELIHOODS WINDOW (KCEP-CRAL)
P.O. BOX 30028 - 00100, KILIMO HOUSE,
CATHEDRAL ROAD, NAIROBI**

**REQUEST FOR PROPOSALS (FIRMS SELECTION) FOR
CONSULTING SERVICES TO CONDUCT A VALUE CHAIN SCOPING
STUDY**

MOALF/SDA/KCEP-CRAL/RFP/002/2017-2018

**CLOSING DATE: 11th December, 2017
AT: 10.00 AM**

TABLE OF CONTENTS

	Page
SECTION I: LETTER OF INVITATION	3
SECTION II: INFORMATION TO CONSULTANTS (ITC)	5
CRITERIA FOR EVALUATING THE PROPOSALS	18
SECTION III: TECHNICAL PROPOSAL	22
SECTION IV: FINANCIAL PROPOSALS	32
SECTION V: TERMS OF REFERENCE	36
SECTION VI: STANDARD FORMS OF CONTRACT	44
ANNEXES	50

**SECTION I:
LETTER OF INVITATION**

Dear Consultant,

Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) invites proposals from eligible and competent consultancy firms or consortium of firms to submit proposals for the conducting a value chain scoping study.

Consulting firms may submit their proposals in association with others firms in a consortium arrangement. They are advised to be keen on the information provided under the Appendix to Information to consultants (A.I.T.C.) and the Special conditions of the Contract (S.C.C.).

A firm will be selected under **Quality and Cost-Based Selection** and the procedures described in this RFP.

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

**The Principal Secretary,
State Department of Agriculture,
P.O. Box 30028-00100,
Kilimo House, cathedral road, Nairobi
Tel: 0770174188**

on or **before 11th December 2017 at 10.00am (EAT)** clearly marked **“REQUEST FOR PROPOSALS FOR CONDUCT A VALUE CHAIN SCOPING STUDY: MOALF/SDA/KCEP-CRAL/RFP/002/2017-2018** and the envelopes **MUST** be sealed.

Technical proposal will be opened on **11th December 2017 at 10.15am.** in the presence of the candidates’ representatives who choose to attend at the boardroom on 7th floor, Kilimo House

Yours sincerely,
For: KCEP-CRAL PROGRAMME

SENIOR PROGRAMME COORDINATOR

- 1.1 Interested bidders may obtain further information from and inspect the tender document in English at the office of KCEP-CRAL procurement office, KALRO-NARL, Waiyaki way, before the tender closing date from 8.30 am to 4.30 pm on Mondays to Fridays, except on public holidays.
- 1.2 The document may also be downloaded FREE OF CHARGE from the Ministry's website: www.kilimo.go.ke under "tender" or www.kcepccral.go.ke or obtain a hard copy of the tender document from KCEP-CRAL procurement office at KALRO-NARL, upon payment to KCEP-CRAL, a non-refundable fee of KES. 1,000 (through a banker's cheque only) or direct deposit to *Equity Bank: (code: 68); Account NO: 1510263657085; Mayfair branch (code 151); SWIFT CODE: EQBLKENA.*
- 1.3 All Bidders who download the document from the above website(s) or purchase it are required to submit their particulars (name & address of the firm, contact person & their mobile number) to the KCEP CRAL official procurement email address: (tenders.kcepccralprogramme@gmail.com), using their official email addresses. All bidders are also advised to *regularly* visit the above Programme website, to obtain any additional information/addendum on the tender that may be issued before the closing date.
- 1.4 Complete technical and financial proposals and their copies (one) are to be put in two different envelopes clearly marked "technical proposal" and "financial proposal", and both sealed into one outer envelope, clearly marked with the tender reference number and title and be deposited in the MOALF's tender box situated on the ground floor, at the reception, Kilimo house or be addressed and mailed to:

*The Principal Secretary, State Department of Agriculture, Ministry of Agriculture,
Livestock & Fisheries, PO Box 30028-00100, Kilimo house, Cathedral road,
Nairobi.*

so as to be received on or before **11th December 2017 at 10.00am**

- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **120 days from the closing date of the tender.**
- 1.7 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend, at the Ministry's board room.

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in 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 separate 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 pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be Kshs. 1,000/= (USD 12.0).
- 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 has 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 (ToR), 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 (Ksh).
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 120 days from the closing date of the tender. 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 section 2.4) 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 date and 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 at a secured place and under a responsible office 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.

2.6.3 Any effort by a tenderer to influence Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) in its decisions on tender evaluation, tender comparison, or contract award shall result in the rejection of the Tenderer’s tender.

2.7 Evaluation of Technical Proposal

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

	Points
(i) Specific experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>
Total Points	<u>100</u>

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 unopened 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 un priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
$$S_f = 100 \times \frac{F_m}{F}$$
where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =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: - $S = S_t \times T \% + S_f \times P \%$. 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 a maximum 30 days 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 15% 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 of what 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.
- 2.9.7 The bidder offering the highest evaluated combined Score shall be recommended for award, upon successful negotiations.

- 2.9.8 If negotiations fail to yield positive results, KCEP-CRAL shall negotiate with the second evaluated ranked bidder based on the scores of both the technical and financial evaluation.
- 2.9.9 The accounting officer may negotiate with the person who submitted the successful proposal and may request and permit changes, subject to section 128 of the PPAD ACT 2015.
- 2.9.9.1 If the negotiations with the person who submitted the successful proposal do not result in a contract, the accounting officer may negotiate with the second person who submitted the proposal that would have been successful.
- 2.9.9.2 KCEP-CRAL shall not enter into any negotiations pursuant to section 128 of the Act, until:-
(a) the accounting officer has approved the successful proposal in line with section 127 of the Act; and
(b) the accounting officer has notified the successful and unsuccessful bidders pursuant to section 126 (4) of the Act.
- 2.9.9.3 Pursuant to Section 130 of the PPAD ACT 2015, The firm who enters into a contract resulting from this procurement by a request for proposals shall not enter into any other subsequent contract for the procurement of goods, services or works related to that original contract

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals without opening of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in the contract.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time, prior to notification of tender award terminate or cancel procurement proceedings without entering into contract and shall not be liable to any person for the termination subject to conditions prescribed in PPAD ACT 2015 sec 63.
- 2.10.5 The procuring entity shall give prompt notice with 14 (Fourteen) day of the termination to the tenderers and such notice shall contain reasons for termination.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.
- (e) Shall have fulfilled tax obligations.
- (f) The firm has not been convicted of corrupt or fraudulent practices.

2.11. Confidentiality

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

2.12 Corrupt or fraudulent practices

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

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

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

Appendix to information to consultants

Clause Reference

2.1 The name of the Client is: **Kenya Cereal Enhancement Programme – Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL)**

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 is: **to Undertake a Value Chain Scoping Study.**

Specifically, the study will:

- (a) Map the key value chain players in each of the targeted sub-counties, their interrelationships, and the key constraints and opportunities they face;
- (b) Establish the current levels of production of the targeted crops and the clusters within which production is concentrated; identify potential areas of expansion; and provide production projections for the next 5 – 10 years resulting from Programme interventions;
- (c) Identify existing market infrastructure in each targeted sub-county and assess any gaps given current and projected production levels;
- (d) Assess current harvest and post-harvest handling practices among producers and other value chain players and identify investment opportunities for upgrading; and
- (e) Assess the current levels of value addition and processing of targeted crops produced in the Programme area and identify any gaps given current and projected production levels and
- (f) Assess the status of the County Value Chain Platforms and identify areas of synergies and complementarities with the Programme targeted value chains as well as potential areas to deepen collaboration or linkages with the Programme key value chain actors.

2.1.3 A pre-proposal conference will be held: **NO**.

2.1.4 The Client will provide the following inputs:

- Access to all publicly available information & documentation about the Programme required by the Consultant(s).

2.3.3 (ii) The estimated number of professional staff months required for the assignment is: **Two months**

(iii) The Team Leader should have at least 10 years of professional management experience in undertaking similar assignments.

S/he should have background in agriculture, agricultural economics, economics, business or any other related discipline (at least a Master's degree)

from a recognized university with profound knowledge of and work experience in value chain analysis and smallholder market development work. S/he must have demonstrated analytical work experience in the grain sector in Kenya, preferably in the context of smallholder market linkages and development of structured markets.

(viii) Additional information in the Technical Proposal includes:
Refer to TOR provided and ToRs provided.

2.5.2 Consultants must submit an original and: **two copies of both the technical and financial proposals.**

2.5.3 Taxes

a) "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

b) Local Taxation

i). Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

ii). The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

iii.) In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 2.5.3 above.

c) Tax Deduction

i). If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

ii). Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such

payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

d) Tax Indemnity

- i) The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.
- ii) The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) liability arising from the Contract.
- iii) Where the amount in d(ii) above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges

2.5.4 Proposals must be submitted no later than **11th December 2017 at 10.00 a.m.**

2.5.6 The address to send information to the Client is:

Senior Programme Coordinator
KCEP-CRAL Programme
KALRO-NARL KABETE Grounds.
P.O BOX 30028-00100
Nairobi.
Waiyaki Way
email:tenders.kcepccralprogramme@gmail.com.

2.5.6 The minimum technical score required to pass will be 70%.

2.5.7 The whole evaluation will be completed within 30 days from the date of opening of tenders

2.5.8 There may be some negotiations with the recommended consultant firm upon completion of evaluation.

2.5.9 The assignment is expected to commence upon execution of the contract and holding of the inception meeting at KCEP-CRAL Boardroom.

2.5.10 CRITERIA FOR EVALUATING THE PROPOSALS

1. PRELIMINARY EVALUATION/MANDATORY REQUIREMENTS (YES/NO)

The evaluation shall be done using the documents submitted. If a consortium / joint venture, The submission documents provided for all the partners shall be evaluated and shall be subjected to preliminary evaluation.

#	Mandatory Requirement	Submitted Yes/ No
1	Certificate of registration/incorporation.	
2	Valid tax compliance certificate (2017-2018).	
3	Audited and certified financial statements for the last two years. Must be Signed by Directors and stamped. For financial year June-July_ (2014-2015 2015-2016) For financial year Jan-Dec_ (2015 and 2016)	
4	Company profile using the business questionnaire provided should be duly filled, stamped and signed	
5	Duly filled and signed technical proposal submission form in the format provided.	
6	A completely filled, Signed and stamped mandatory business questionnaire	
7	Duly filled and signed declaration of debarment in the provided format	
8	Duly serialized, paginated bid document including a referenced Table of contents for all the attachments in the bid document	
9	Submission of the Required Number of Copies One Original and Two Copies	

Key: Yes, is Responsive No is Non-Responsive

Note: Bidders Meeting all requirements i.e YES in all shall be responsive and proceed to the second stage of Evaluation, Technical Evaluation.

Those that shall be non-responsive shall not proceed to the next stage of Evaluation.

2. TECHNICAL EVALUATION CRITERIA:

Part (i) - Qualifications/experience/work plan/methodology/training

NO.	CRITERIA	MAX SCORE	EVALUATION ATTRIBUTES	SCORES AWARDED
2.1	Experience of the consultancy firm related to the assignment:	35		
2.1.1	The Consultant must be a firm with at least 5 years' experience in agribusiness and value chain research work in Kenya with special emphasis on the grain sector	10	0-5years -5points Above 5years -10points	
2.1.2	Experience in undertaking Agro-processing and value addition feasibility studies Demonstrate at least five studies in agriculture scoping studies with focus on value chain analysis	10	0-5 Studies -5Points Above 5years-10Points	
2.1.3	Attach Evidence from four (4) corporate clients whom you have served in a similar assignment (Value Chain scoping Study in agriculture sector in the last five (5) years giving. The document should contain details of the contract value and duration of contract, contact person and their Phone Number	10	0-4 clients with details-5points Above 4 clients-10points	
2.1.4	The liquidity of the firm: quick ratio (2.2),	5	0-2:2- 3points Above 2:2 5points	
2.2	Approach and methodology	35		
2.2.1	Proposed Approaches, Processes and Instruments to carry out the survey.	15	Relevant Sound approach Max 5points Demonstrated Process and Instrument – max. 5 points ability to demonstrate how to operationalize and conduct the study– max 5 points	
2.2.2	Adequacy of the response to the scope of work, including the degree of innovation.	15	Demonstration of the understanding of the ToR and scope-Max 5points Demonstrate Innovative approaches to achieve the task- Max 5points	

			Demonstrate the ability to map the key value chain players in target counties- Max 5Points	
2.2.3	Proposed work plan to carry out the study.	5	Max 5 Points	
2.3	Qualifications & competence of key staff.	30		
2.3.1	Key experts 1: Team Leader A. The Team Leader should have at least 10 years of professional management experience in undertaking similar assignments. S/he should have background in agriculture, agricultural economics, economics, business or any other related discipline (at least a Master's degree) from a recognized university with profound knowledge of and work experience in value chain analysis and smallholder market development work B. S/he must have minimum of 5-year analytical work experience in the grain sector in Kenya, preferably in the context of smallholder market linkages and development of structured markets.	15	(a) 0-9 years' experience-5points (b) Above 10years experience-10points (c) 0-4 years analytical work experience in the grain sector-3Points (d) Above 5years-5points	
2.3.2	<i>Other key experts</i> (Minimum of 2) The team should further include the following expertise as shown through CVs and references submitted: A. Minimum of a Bachelor's degree in Agronomy or related field and not less than 10 years' experience in Agricultural production estimation and projections methodologies; B. minimum of a bachelor's degree in Rural infrastructure and not less than 10 years' experience in Agro-processing and value addition in the grain sector or assessment of marketing infrastructure (storage facilities) and rural access roads.	15	Expert 1: (a) Bachelor's Degree in agronomy or related field-2points (b) 0-9years experience in agricultural production estimation and projection methodologies-5points (c) Above 9years-8points Expert 2: (a) Bachelor's degree in rural infrastructure - 2points (b) 0-9years experience in Agro-processing and value addition in the grain sector or assessment of marketing infrastructure and rural access roads-4points (c) Above 9-7points	
	TOTAL MARKS	100		

Total Technical Weight Score shall be $=0.7 \times \text{Tech Score}$

Only Bidders who shall attain 70% and above shall proceed for Financial Evaluation.

(C) Financial Evaluation

After the technical evaluation is completed the consultants who have submitted proposals shall be informed of the results, the technical points assigned to each consultant and shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR that their financial proposals will be returned unopened after the signature of the contract.

The consultants that have secured the minimum qualifying mark, shall be notified the date, time, and place set for opening the financial proposals.

The opening date shall be defined allowing sufficient time for consultants to make arrangements to attend the opening of the financial proposals. The financial proposals shall be opened publicly in the presence of representatives of the consultants who choose to.

The name of the consultant, the technical points, and the proposed prices shall be read aloud and recorded when the financial proposals are opened.

The financial score shall be weighted as follows:

$\text{Fin Score} = \frac{\text{Lowest bid Price}}{\text{Bid Price}} \times 30$

(D) Combined Score

The total score shall be obtained by weighting the technical Scores and Financial scores and adding them.

The total score formulae is:

$\text{Total Score} = a \times \text{TechScore} + b \times \text{FinScore}$

Where a and b are the ratio whose combined Value shall be Total

$\text{Score} = 0.7 \times \text{TechScore} + 0.3 \times \text{Fin Score}$

(E) Award Criteria

The successful proposal shall be the responsive proposal with the highest Combined score, in accordance with the procedures and criteria set out, the scores assigned to the technical and financial proposals under clause (b) and (c).

(F) Negotiations

The bidder offering the highest evaluated combined Score shall be recommended for award, upon successful negotiations.

If negotiations fail to yield positive results, KCEP-CRAL shall negotiate with the second evaluated ranked bidder based on the scores of both the technical and financial evaluation.

The accounting officer may negotiate with the person who submitted the successful proposal and may request and permit changes, subject to section 128 of the PPAD ACT 2015.

If the negotiations with the person who submitted the successful proposal do not result in a contract, KCEP-CRAL may negotiate with the second person who submitted the proposal that would have been successful.

A procuring entity shall not enter into any negotiations pursuant to section 128 of the Act, until:-

- (a) the accounting officer has approved the successful proposal in line with section 127 of the Act; and
- (b) the accounting officer has notified the successful and unsuccessful bidders pursuant to section 126 (4) of the Act.

Pursuant to Section 130 of the PPAD ACT 2015, the firm who enters into a contract resulting from this procurement by a request for proposals shall not enter into any other subsequent contract for the procurement of goods, services or works related to that original contract

SECTION III: TECHNICAL PROPOSAL

3.1. 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 agree to abide by this Tender for a period of [number] _____ days from the date
fixed for tender opening of the Instructions to tenderers, and it shall remain binding
upon us and may be accepted at any time before the expiration of that period.

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:*]

3.2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

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

Assignment Name:	Country
Location within Country: Your	Professional Staff provided by
Name of Client: assignment.	Firm/Entity(profiles): Clients contact person for the
Address: of	No of Staff-Months; Duration Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any: Consultants:	No of Months of Professional Staff provided by Associated
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; _____

3.3 COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

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

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

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

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

3.5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

3.6. 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: _____

3.7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

3.8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

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

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

(b). Completion and Submission of Reports

Reports	Date
<p>1. Inception Report Inception report providing results of literature review; detailed approach and methodology for undertaking the study including selected sample (if any), data collection instruments; and detailed field activity work plan;</p>	
<p>2. Draft Scoping Report Draft Scoping Study Report (for Maize, Sorghum and Millet and associated pulses) with details on each targeted sub-county;</p>	
<p>3. Three study Validation reports. Proceedings for three study validation works for Western, Eastern and Coast region</p>	
<p>4. Final Scoping Study Report Finalised and Validated Report as per the ToR.</p>	

SECTION IV: FINANCIAL PROPOSALS

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

4.1 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]*

4.2 SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

4.3 BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	_____

4.4 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				
1.				
2.				
Grand Total				_____

4.5. 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				_____

4.6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs <hr style="width: 20%; margin-left: 0;"/> (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers, tablets, etc.				
4.	Software				
	Grand Total				<hr style="width: 20%; margin-left: auto; margin-right: 0;"/>

SECTION V

TERMS OF REFERENCE FOR THE VALUE CHAIN SCOPING STUDY

1.0 Programme Background

The KCEP-CRAL is an expansion to the ASALs of the Kenya Cereal Enhancement Programme (KCEP) which became effective in April 2014 through a partnership between the Government of Kenya, the European Union (EU), and International Fund Agricultural Development (IFAD). The overall development objectives of KCEP are to contribute to national food security and smallholder income generation by supporting farmers to increase the productivity and profitability of key cereal commodities - maize, sorghum, and millet, and associated pulses. KCEP support is focused on farmers in medium- and high-potential production areas of the country. In line with the Government's priorities, KCEP-CRAL will expand this support to smallholder farmers in the ASALs.

1.1 Programme rationale

Even in a bumper harvest year, Kenya is a food-deficit country, importing up to 20% of its annual cereal requirements. Improvement in production of the main cereal commodities - maize, sorghum, and millet; and associated pulses is constrained by limited adoption of improved crop technologies and practices such as improved seed varieties, adequate fertilizer use, and soil and water management, good agricultural practices including conservation agriculture, access to timely agro-climatic information, processing and storage. Although almost two thirds of total grain production in Kenya comes from the high- and medium-potential areas, the ASALs are also an important producing area and account for 30% of cereals production and 54% of pulses produced in the country. Indeed, the semi-arid areas have a comparative advantage in production of pulses, accounting for 99% of production of pigeon peas, 95% of green grams and 93% of cowpeas as well as in the production of millet (60%). Semi-arid areas are also important in production of sorghum, accounting for 48% of total production, 37% of beans and 26% of maize.

KCEP-CRAL also follows a value chain approach to support ASAL smallholder farmers' graduation to market-oriented/commercial farming, addressing key constraints in production, post-harvest management, processing, and marketing in target commodity value chains. Programme support will, however, take into account the socio-economic and biophysical characteristics of the ASALs: higher level of food insecurity; lower and less reliable rainfall; higher vulnerability to climate change; more fragile ecosystems; and household risk mitigation strategies based on diversified production systems. Accordingly, the Programme approach is based on a strategic partnership between the European Union and three Rome-Based Agencies (RBA): World Food Program, (WFP), IFAD and Food and Agriculture Organization (FAO), building on their comparative advantages to support GoK in farmers' graduation from food insecurity to market-oriented farming, including Good

Agricultural Practices, resilience, and sustainable NRM. The Programme approach also encompasses the National Policy on developing ASALs which recognizes the diversified livelihood coping strategy as key in the dry lands where smallholder farmers grow different crops with varied tolerance to drought and keep livestock as an insurance against crop failure.

1.2 Scaling up what works

KCEP builds on important lessons learned from the Government of Kenya's NAAIAP Programme which began in 2007. Under this Programme, smallholder farmers were provided with a one year subsidy voucher covering agricultural inputs - fertilizers and certified seeds - and extension services to raise their farm productivity and graduate them to commercial agriculture. Within a year smallholder farmers recorded a noticeable increase in productivity allowing them to generate a surplus for marketing and income generation as a result of selling the surplus. Yet, sustainability remained a challenge. Farmers received input package for one season after which they were expected to graduate to commercial farming. However, farmers remained dependent on free inputs to maintain increase in yield. The Programme faced significant delays in payment of Agro-dealers based on cashing paper vouchers, affecting their capacity to procure inputs in a timely manner for farmer use. There was insufficient attention to post-harvest management to reduce losses, marketing and access to financial services. These are important lessons that KCEP builds on to enhance sustainability.

1.3 Programme area and target group

The Programme area will cover thirteen target counties of which five are in the Western region; Bungoma, Kakamega, Nakuru, Nandi and Trans Nzoia; five in the Eastern region; Embu, Kitui, Tharaka-Nithi, Makeni and Machakos and three in the Coastal region; Kilifi, Kwale and Taita Taveta. However, the KCEP-CRAL target eight counties which were selected using these key criteria: (i) agro-ecological and economic potential; (ii) poverty incidence; (iii) population density; (iv) target commodity contributing to household income/food security and representing the best option the poor have for market participation; (v) geographical concentration to maximize impact. Within these counties, 44 sub-counties have been selected using the same criteria

The consolidated total outreach of the Programme is 185,000 smallholder farmers of which 120,000 are in the ASALs target Counties. A total of 140,000 smallholders' farmers (120,000 in ASALs) will be supported through the e-voucher scheme and financial literacy training. Special focus will be on women-headed households and youth given the constraints they face in accessing agricultural services and inputs. The Programme will also target county governments and communities to empower them to manage their natural resources more sustainably and consensually, and build their resilience to climate change through community investments.

A secondary target group of the Programme will be stakeholders in the targeted value chains who will facilitate smallholders' access to enhanced agricultural services, namely agro-dealers, private extension services, buyers, processors, and lead farmers providing support services to smallholders.

1.4 The Programme Goal and Objectives

The overall development goal of the KCEP-CRAL is to contribute to the reduction of rural poverty and food insecurity of smallholders in the ASALs by developing their economic potential while improving their natural resources management capacity and resilience to climate change in an increasingly fragile ecosystem. This development goal will be pursued through two specific objectives:

- The graduation of 150, 000 smallholder farmers (95,000 in ASALs) to commercially-oriented, climate-resilient agricultural practices through improvements in productivity, post-production management practices and market linkages for targeted value chains; and
- The empowerment of eight County Governments and communities to sustainably and consensually manage their natural resources and to build their resilience to climate change.

1.5 Programme Components

Component 1: Cereal productivity enhancement and Climate-resilient/climate-smart productivity enhancement and NRM. Through an e-voucher platform giving smallholder farmers access to improved agricultural inputs and technical packages, the Programme will support the farmers engaged in targeted value chains to enhance productivity in view of commercialization. Activities under this component will support farmers to identify and undertake appropriate, productive and climate-resilient crop enterprises suited to the ASALs and improve as well as stabilize productivity through adoption of Good Agricultural Practices incorporating Conservation Agriculture and associated better water conservation practices. There will be support to targeted counties and wards to plan adaptation strategies, adopt sustainable NRM practices, and build resilience to climate change.

Component 2: Post-Harvest Management and Market Linkages aims at supporting farmers to capitalize productivity gains arising from investments made under Component 1, by promoting improved on-farm grain-handling and management, access to storage and warehouse receipt systems, increasing smallholders' access to markets, and building their capacities to sell their produce at more favourable terms and prices.

Component 3: Financial Services is designed to link farmers to financial services to boost yields and income generation for re-investment in agriculture, and build the capacity of value chain stakeholders, including the youth, to engage profitably in provision of agricultural services through improved access to financial services.

Component 4: Programme Management is designed to facilitate the overall coordination and day to day management of the Programme. **Programme Steering Committee** (PSC) is responsible for oversight of the Programme and providing policy guidance to Programme implementation. A **County Programme Coordinating Committee** (CPCC) will provide guidance to Programme implementation within each county. **Programme Coordinating Unit** (PCU) is responsible for day-to-day management of the Programme, supported by the partner's desk officers. The Programme PCU is responsible for overall coordination and management of KCEP

CRAL implementation in collaboration with key implementing partners and contracted service providers.

2.0 Objectives of the Study

The main objective of the scoping study is to provide Programme management with updated, Programme area-specific detailed analysis of each targeted value chain to guide investment planning and decisions geared at improved post-harvest management of produced grains and better access to profitable markets. While taking cognizance of county, national and regional market trends, the study will be specific to the targeted 44 sub-counties within the 13 programme counties namely; Bungoma, Kakamega, Nakuru, Nandi, Trans Nzoia, Embu, Kitui, Tharaka-Nithi, Makueni, Machakos, Kilifi, Kwale and Taita Taveta.

It will also provide in-depth analysis of key stakeholders, production clusters and investment opportunities along each of the targeted value chains to guide Programme planning and implementation. Specifically, the study will:

- (g) Map the key value chain players in each of the targeted sub-counties, their interrelationships, and the key constraints and opportunities they face;
- (h) Establish the current levels of production of the targeted crops and the clusters within which production is concentrated; identify potential areas of expansion; and provide production projections for the next 5 – 10 years resulting from Programme interventions;
- (i) Identify existing market infrastructure in each targeted sub-county and assess any gaps given current and projected production levels;
- (j) Assess current harvest and post-harvest handling practices among producers and other value chain players and identify investment opportunities for upgrading; and
- (k) Assess the current levels of value addition and processing of targeted crops produced in the Programme area and identify any gaps given current and projected production levels and
- (l) Assess the status of the County Value Chain Platforms and identify areas of synergies and complementarities with the Programme targeted value chains as well as potential areas to deepen collaboration or linkages with the Programme key value chain actors.

3.0 Approach and Methodology

3.1 Approach: To make sure that the study is carried out in an expeditious manner to feed into Programme implementation which is already underway, the study is expected to follow a participatory rapid appraisal approach. It is expected that the study will be undertaken in close coordination with the KCEP-PCU and Eastern Africa Grain Council (EAGC) who is the implementing partner for Component 2 while also paying close attention to inputs of all other key players in the targeted value chains. The consulting firm will need to closely interact with the County agriculture structures such as the County value chain platforms, County (County Programme Facilitating Teams/County Implementation Support Teams) and sub-county

Programme coordinating committees. In terms of organization, it is anticipated that the study will have at least three teams, one for each region, Coast, Western and Eastern regions.

Methodology: Bidders are encouraged to propose an innovative, results-oriented methodology for undertaking the study. In order to achieve the objectives of this study a number of data collection techniques including: desk review of relevant documents, Quantitative Research consisting of Individual Household Interviews and Qualitative Research consisting of Key Informant Interviews (KIIS), Focus Group Discussions (FGDs) involving category 1 and 2 farmers, youth, women and men groups separately and with target Programme beneficiaries, observation and use of informed judgment through field visits. The study will also be informed by the EU list of VC projects which has been concluded.

(a) **Value chain analysis:** Value chain analysis will map all of the key players in the targeted value chains and their inter-relationships. It will focus on the targeted value chains in the targeted counties but taking into consideration national and regional market dynamics. Value chain analysis will be implementation-focused and will cover: (i) the mapping of key service and input service providers including conservation agriculture service with the associated equipment's as well as potential for further expanding the existing range service; (ii) production clusters and projections; (iii) organization of farmers (number and capacity of existing groups, including farmers cooperatives and recommending areas requiring fresh group formation – and the specific capacity building needs); (iv) specific post-harvest handling practices in the targeted areas (including home-based storage practices and available technologies); and (v) market players and their relationship with target farmers farmers, disaggregated by Women, Men & Youth as well as market opportunities for smallholders.

(a) **Mapping of grain handling and storage facilities:** The study will conduct a full census of all grain handling facilities in the targeted sub-counties, including: specific location; ownership and management; storage capacity; level of utilization (for various grains); condition of the facility vis-a-vis the statutory required standards for grain handling facilities and certification for warehousing; capacity to provide attendant services in grain handling such as cleaning and drying. Facilities expected to be covered include grain stores and warehouses owned by grain merchants, bulk grain handlers, millers and other private sector players; storage facilities owned by the National Cereals and Produce Board (NCPB), and other government bodies including Ministry of Agriculture Livestock and Fisheries, Cooperatives, Irrigation Board, among others; community/farmer cooperative storage facilities; and facilities owned by NGOs and other institutions. The existence of these facilities will be compared against an assessment of the required capacities for grain handling facilities within the targeted areas to indicate any gaps that may exist. This part of the study will be expected to identify existing facilities that can be used right away

by farmers without any need for support, those that are ready for use but require certification, and those which may require some refurbishment to attain required standards for certification. The study will also identify areas that are not well served by existing storage facilities and require construction of new facilities. The storage facility mapping study will build on the work done under USAID Regional Agricultural Trade Expansion Support program (RATES) which attempted to map all grain storage facilities in Eastern and Southern Africa in 2010, and any subsequent studies that may have been conducted since.

- (b) **Value addition and processing capacity gap analysis:** At the design of KCEP-CRAL, available information suggested that there may be significant gaps in processing and value addition capacity in the targeted value chains, particularly following the coming into force of the Food Industry Fortification law. No assessment was however undertaken to establish the depth and breadth of these gaps. To make sure that interventions by KCEP-CRAL in processing and value addition are well targeted, the study will: (i) identify constraints and opportunities in processing of maize particularly among small scale and medium millers, also covering issues related to the enforcement of the new law, as well as specificities of the animal feed industry; (ii) sorghum and millet processing, including issues of cleaning and de-stoning; and (iii) in processing of pulses particularly in areas of cleaning, polishing and packaging for high end markets. Building on current and projected production levels, the study will identify business opportunities in processing and value addition for the targeted value chains with an indication of geographical spread of required investment opportunities and key capacity gaps requiring Programme intervention.

4.0 Expected Deliverables and Time Frame

4.1 Deliverables

The following are the main expected deliverables of the assignment:

- (i) Inception report providing results of literature review; detailed approach and methodology for undertaking the study including selected sample (if any), data collection instruments; and detailed field activity work plan;
- (ii) Draft Scoping Study Report (for Maize, Sorghum and Millet and associated pulses) with details on each targeted sub-county;
- (iii) Three study validation works – (Western, Eastern and Coast regions)
- (iv) Final Scoping Study Report

4.2 Time frame

The study is expected to be completed within a calendar period of 2 Months.

4.3 Submission of Request for Proposals

Interested Consulting firms should submit proposals in accordance with information provided in the bid solicitation. The proposal should be organized as follows:

a) **Technical Approach:** The bidder shall detail the proposed methodology and approach for accomplishing the assignment, ensuring that the following are covered:

(i) Understanding of the terms of reference:

- Any comments on the terms of reference of importance for the successful performance of activities, including the assignment objectives and expected outcomes, thus demonstrating the degree of understanding of the assignment; and
- An opinion on the key issues related to the achievement of the contract objectives and expected results

(ii) Approach and methodology:

- An outline of the approach proposed for undertaking the study,
- A list of specific tasks and activities considered to be necessary to achieve the contract objectives;
- Proposed approach in identification and selection of informants for the study;
- Outline of data collection and analysis methods
- A description of sub-contracting arrangements foreseen, if any, with a clear indication of the tasks that will be entrusted to the sub-contractor(s).

(iii) Timetable of activities/ Work plan:

- The timing, sequence and duration of the proposed activities, taking into account mobilization time;
- The identification and timing of major milestones in the performance of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the terms of reference
- The expected number of working days required from each category of expert each month during the period of performance of the contract.

b) **Personnel:** The bidder shall propose a competent team of experts capable of implementing all the activities identified in the terms of reference. The following categories of personnel are envisaged:

Key experts: All personnel who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are as follows:

Key expert 1: Team Leader

The scope of the assignment requires a strong team leader able to follow the contract, to co-ordinate the work of experts and the relationship with the PCU, relevant national and county government agencies, the private sector, farmer organizations and other stakeholders, and to ensure that the tight timelines and milestones of the contract are met.

- 1) The Team Leader should have at least 10 years of professional management experience in undertaking similar assignments.
- 2) S/he should have background in agriculture, agricultural economics, economics, business or any other related discipline (at least a Master's degree) from a recognized university with profound knowledge of and work experience in value chain analysis and smallholder market development work.
- 3) S/he must have demonstrated analytical work experience in the grain sector in Kenya, preferably in the context of smallholder market linkages and development of structured markets.

Other key experts should include Agronomist/Value Chain specialist (Maximum of 3)

The team should further include the following expertise as shown through CVs and references submitted:

- Bachelor's degree holders with training and experience in agricultural production estimation and projections methodologies;
 - Agro-processing and value addition in the grain sector in Kenya;
 - Rural infrastructure development including experience in assessment of marketing infrastructure (storage facilities) and rural access roads.
- a) Evaluation will be based on consulting services-**Firms Selection** and not Individual Consultant selection.
 - b) Consultants may associate with other firms in in the form of a joint venture or a sub consultancy to enhance their qualifications.
 - c) A consultant firm will be selected in accordance with the quality and cost based (QCBS) selection method set out in the PPAD ACT 2015

5.4 Terms of Payment

The consulting firm will be paid in line with the GoK laid down procedures of payment according to the following schedule:

- i. **1st Payment:** Thirty (30 %) percent of the lump-sum amount shall be paid upon submission of the inception report.
- ii. **2nd Payment:** Twenty (20 %) percent of the lump-sum amount shall be paid upon submission of the draft report
- iii. **3rd Payment:** Twenty (20%) percent of the lump-sum amount shall be paid upon submission of the three validation reports.
- iv. **Final Payment:** Thirty (30%) percent of the lump-sum amount shall be paid upon approval of the final report. The final report should be accompanied by the following:
 - Clean compiled survey data (in Excel and SPSS or Stata formats)
 - Completed survey questionnairesThe submission and approval of reports shall be subject to final acceptance by the PCU

SECTION VI:

STANDARD FORMS OF CONTRACT

- a. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- b. ANNEX I – LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)
- c. ANNEX II – LARGE AND SMALL ASSIGNMENTS (TIME -BASED PAYMENTS)
- d. 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 6 Months
- 4. LUMP-SUM PAYMENT _____ Stated fixed contract sum.

**ANNEX I
REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT
FOR**

CONSULTING SERVICES

**Large Assignments
(Lump- Sum payment)**

CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____*[date]*

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 Special Conditions of Contract;
 - (b) The General Conditions of Contract;
 - (c) Contract Agreement Form
 - (d) Schedule of Requirements
 - (e) Notification of Award
 - (f) Price Schedule
 - (g) Description of Services as Provided by the Consultant (TOR)
 - (h) 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 (TOR)
 - 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 _____ *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 Representative’s

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

1.7 Taxes and Duties

The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement

The Consultant shall begin carrying out the Services

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

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

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

2.5 Force Majeure

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

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

2.6 Termination

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

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

For the purpose of this clause;

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

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

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

2.6.2 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.

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

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

3 OBLIGATIONS OF THE CONSULTANT

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

1.2 Conflict of Interests

- 3.2.1 Consultant 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.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

The Consultant, his 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 Taken Out by the Consultant

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.

- 3.5 Consultant's Actions requiring Client's prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub consultants").
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents Prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4 CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement Of Personnel**
- (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.
 - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the

Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6 PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, 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 Additional Services

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

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payment

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

7 SETTLEMENT OF DISPUTES

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

III SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ <i>[name of Member]</i>
1.4	The addresses are: Client: _____ KCEP-CRAL _____ Attention: SENIOR PROGRAMME CORDINATOR_ Telephone: __0770 174 188__ Telex; _____ Facsimile: _____ Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Client: _____ SENIOR PROGRAMME CORDINATOR /KCEP-CRAL_____ For the Consultant:_____
2.1	The date on which this Contract shall come into effect: Upon Execution of the Contract and Holding of the inception Meeting
2.2	The period shall be <u>Two Months or 60days</u>
2.3	The risks and coverage shall be: (i) Professional Liability for Ksh 350,000. The Cover should be provided within 3 days after signing the contract. (ii) Loss of or damage to equipment and property___ <u>N/A</u>
2.4(a)	The amount in foreign currency or currencies is_ <i>[Insert amount]</i> .

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

2.5. Payments shall be made according to the following schedule:

The consulting firm will be paid in line with the GoK laid down procedures of payment according to the following schedule:

1st Payment: Thirty (30 %) percent of the lump-sum amount shall be paid upon submission of the inception report.

2nd Payment: Twenty (20 %) percent of the lump-sum amount shall be paid upon submission of the draft report

3rd Payment: Twenty (20%) percent of the lump-sum amount shall be paid upon submission of the three validation reports.

4th Payment: Final Payment: Thirty (30%) percent of the lump-sum amount shall be paid upon approval of the final report. The final report should be accompanied by the following:

- Clean compiled survey data (in Excel and SPSS or Stata formats)
- Completed survey questionnaires

The submission and approval of reports shall be subject to final acceptance by the PCU

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

All the necessary records/ documents/information and facilitations needed.

APPENDIX G - 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

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's reporting Obligations

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Name of Applicant(s).....

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

You are advised that it is a serious offence to give false information on this form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 -General

Business Name

.....

Location of Business Premises

.....

Plot No ... Street/Road..... Postal address..... Tel No.

.....

Fax Email.....

Nature of Business (Attach Company Profile)

.....

Registration Certificate No. (Attach Copy)

.....

Tax Compliance No (Attach Copy)

.....

Maximum value of business which you can handle at any one time –

Ksh.....

Name of your bankers.....

Branch.....

Bank Account Number.....

Payment Terms.....

Part 2 (a) – Sole Proprietor

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

Nationality.....Country of Origin.....

Citizenship details.....
If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.....			
2.....			
3.....			
4.....			

If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration

Part 2 (c) – Registered Company

Private or Public
(Attach brochures or annual reports in case of public companies)

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

Give details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Part 3- List of corporate client customers and their addresses, telephone numbers and contact person.

1. Company.....Tel/ Mobile.....

Contact Person.....Designation.....

2. Company.....Tel/Mobile.....

Contact Person.....Designation.....

3. Company.....Tel/Mobile.....

Contact Person.....Designation.....

4. Company.....Tel/Mobile.....

Contact Person.....Designation.....

Part 4-(a) Debarment

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

Full Names.....

Signature.....

Dated thisday of2017

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

.....

Part 4-(b) Bankruptcy / Insolvency / receivership.

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

Full Names.....

Signature.....

Dated thisday of2017

Duly authorized to sign Tender for and on behalf of

.....

Part 4-(c) -Criminal Offence

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

a).....

b).....

c).....

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

Signed.....

For and on behalf of M/s.....

In the capacity of

.....

Dated thisday of2017.

Suppliers' / Company's Official Rubber Stamp

.....

Part 4-(d) Conflict of Interest

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

a)

b)

c)

d)

For and on behalf of M/s.....

In the capacity of

Dated thisday of2017

Suppliers' / Company's Official Rubber Stamp

.....

Part 4-(e) – Interest in the Firm:

Is there any person/persons in KCEP-CRAL or any other public institution who has interest in the Firm?

Yes/No (Delete as necessary)

Institution

(Title) (Signature) (Date)

.....

.....

PART 5(I) – EXPERIENCE: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT’S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. AGPO FIRMS ARE HOWEVER EXCLUDED ENTIRELY FROM FILLING IT.

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials / Services in the last 5 years

	COMPANY NAME	COUNTRY	CONTRACT ORDER NO	VALUE	CONTRACT PERSON (FULL NAMES)	EMAIL	CELL PHONE NO
1							
2							
3							

Part 6(i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which KCEP-CRAL shall make payment has a youth or a woman or a PWD listed in the CR12 form/partnership deed/sole proprietor certificate as a MANDATORY signatory of that account,- Sec.157 (11) of PPADA:

Account No.....

Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor Certificate...../.....

ID No(s):...../.....Signature and stamp of the authorized Banker

Representative.....Date.....

Part 7—Declaration

I/We the undersigned state that the above information is correct and that I/We give KCEP-CRAL to seek any other references concerning my/our company from whatever sources deemed e.g. company registrar’s office, banks etc.

Full names
.....

Signature.....

For and on behalf of M/s

In the capacity of
.....

Date..... **Signature of Candidate**.....

Company’s Rubber Stamp.....

2.0 DECLARATION OF DEBARMENT FORM

Date _____

**To
The Senior Programme Coordinator,
KCEP-CRAL
P.O. Box 30028-00100
NAIROBI**

We (name and address)

_____ declare the following:

- a) Have not been debarred from participating in public procurement.
- b) Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name of Bidder

Signature

Date

(To be signed by authorized representative and officially stamped)