



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 FOR AN OVERSIGHT TECHNICAL
SERVICES PROVIDER (TSP) FOR VALUE CHAIN FINANCING
GRANTS SCHEME
MOALF/SDA/KCEP-CRAL/RFP/006/2017-2018**

**CLOSING DATE: 28th February, 2018
AT: 10.00 AM**

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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 Provision of Consulting services for an oversight technical services provider (TSP) for value chain financing grants scheme: MOALF/SDA/KCEP-CRAL/RFP/006/2017-2018.

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 Method** 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,
Ministry of Agriculture, Livestock & Fisheries
P.O. Box 30028-00100,
Kilimo House, Cathedral Road, Nairobi
Tel: 0770174188**

on or **before 28th February 2018 at 10.00am (EAT)** clearly marked **“REQUEST FOR PROPOSALS FOR CONSULTING SERVICES FOR AN OVERSIGHT TECHNICAL SERVICES PROVIDER (TSP) FOR VALUE CHAIN FINANCING GRANTS SCHEME” MOALF/SDA/KCEP-CRAL/RFP/006/2017-2018** and the envelopes **MUST** be sealed.

Technical proposal will be opened on **28th February 2018 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 bankers 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 the document 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 Programmes 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, P.O. Box 30028-00100, Kilimo House,
Cathedral Road, Nairobi.*

so as to be received on or before **20th February, 2018 at 10.00 A.M.**

- 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, 7th Floor.

SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” clause 2.1 will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix clause 2.2
- 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 clause 2.3 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 Clause 2.10 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” clause 2.5 to 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/=
- 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 clause 2.10. 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 Terms of Reference. 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 clause 2.6, 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 the TOR specifies training as a major component of the assignment.
- (viii) Any additional information.

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 IV). 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 it is specified 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 180 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); 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 to ITC clause 2.7 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 clause 2.9 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" clause 2.10 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

100

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix ITC clause 2.11

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 (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
$$sf = 100 \times \frac{Fm}{F}$$
where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T + p = 1*) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows: - $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 2.8.6 The tender evaluation committee shall evaluate the tender within 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” clause 2.10. 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 KCEP-CRAL 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 KCEP-CRAL 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 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.
- 2.9.9.2 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 successful consulting firm shall be the firm with the highest combined score. 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 within 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

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

2.2 The method of selection is: **Quality and Cost-Based Selection (QCBS).**

2.3 Technical and Financial Proposals are requested: **YES**

The name, objectives, and description of the assignment is: **Provision of Consulting services for Value Chain Financing Grants Scheme.**

With the main objectives being to:

- (1) Provide an oversight role during the implementation of the value chain financing grants scheme of KCEP and the CRAL Window; and
- (2) Ensure that all parties involved in the value chain financing grants scheme complies with the policies and procedures of grant management including selection of grant beneficiaries as specified in the Grant manual designed by the Programme.

2.4 A pre-proposal conference will be held: **NO**

2.5 The Client will provide the following inputs:

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

2.6 The TSP is expected to assemble a team of professionals with wide experience and competencies related to the assignment including expertise in grants/fund management or oversight for rural beneficiaries of financial services. Knowledge of cereal value chains targeted by the Programme including specific knowledge on setting up and management of processing facilities will be an added advantage.

Additional information in the Technical Proposal includes:

Refer to TOR provided.

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

2.7.1 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) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

iii) Where the amount in 2.5.3.d (ii) above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges

2.9 Proposals must be submitted no later than **28th February 2018 at 10.00 a.m.**

2.10 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.kcepcralprogramme@gmail.com**

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

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

2.13 There may be some negotiations with the recommended consulting firm upon completion of evaluation.

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

2.15 CRITERIA FOR EVALUATING THE PROPOSALS

2.15.1 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)	
5	Duly filled and signed technical proposal submission form in the format provided indicating tender validity period of 180days	
6	A completely filled, Signed and stamped mandatory business questionnaire in the provided format (<i>Duly signed and stamped in all sections</i>)	
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 one Copies	

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.

2.15.2 TECHNICAL EVALUATION CRITERIA:

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

NO.	CRITERIA	MAX SCORE	POINTS SYSTEM (marks)	SCORES AWARDED
1	Qualifications & competence of key staff:	40		
1.1	Team leader (Finance Expert)	18		
a	Masters in finance, banking, economics, agricultural economics, cooperative management or related fields from a recognized university		Masters – Max 3 points Bachelors – 2 points Diploma – 1 point	
b	10 years' work experience, at least 5 in value chain financing of smallholder farmers/groups and other agricultural value chain players		10 years & above – 7 points 7-9 years – 5 points 4-6 years – 4 points 1-3 years – 3 points	
c	Experience with donor assisted agricultural sector programmes		Donor funding experience – 3 points	
d	Ability to communicate in local languages, preferably Kiswahili		Kiswahili language – 1 point	
e	Work experience on externally funded programs for the poor and disadvantaged groups		Experience financing Programs for the poor – 1 point	
f	Strong computer, report and communications skills (oral, written, presentation).		Computer, reporting & communication skills – 3 points	
1.2	Project Management Specialist	12		
a	Minimum of a bachelor's degree in project planning and management, banking sector, monitoring and evaluation or related fields from a recognized university. A masters' degree will be an added advantage		Masters, Bachelor – 2 points Diploma – 1 points	
b	8 years' work experience, at least 5 years in agricultural sector Programmes for smallholder farmers/groups and value chain players		8 years & above – 4 points 6-7 years – 4 points 4-5 years – 3 points 2-3 years – 2 points 1 year – 1 point	
c	Demonstrated experience of at least 5 years in PRA techniques, monitoring & evaluation, community mobilization and social development skills		5 years & above – 3 points 3-4 years – 2 points 1-2 year – 1 point	

NO.	CRITERIA	MAX SCORE	POINTS SYSTEM (marks)	SCORES AWARDED
d	Ability to communicate in local languages, preferably Kiswahili		Kiswahili language – 1 point	
e	Work experience in externally funded programs for the poor and disadvantaged groups is desirable		Experience with donor funding – 1 point	
f	Strong computer, report and communications skills (oral, written, presentation)		Computer, reporting, communication skills – 1 point	
1.3	Agricultural/ Agribusiness Specialist:	10		
a	Minimum of bachelor's degree in agribusiness, agronomy, rural/sustainable development, agricultural economics or related fields from a recognized university. A master's degree will be an added advantage		Bachelors – 2 points Diploma – 1 point	
b	10 years' experience, at least 5 in agricultural sector programmes targeting smallholder farmers/groups and value chain players		Above 10 years – 3 points 5-9 years – 2 points	
c	Demonstrated 5 years' experience in agribusiness with a bias on post-harvest management/ value addition of agricultural produce		Above 5 years – 3 points 1-4 years – 1 point	
d	Ability to communicate in local languages, preferably Kiswahili		Kiswahili language – 0.5 point	
e	Work experience in externally funded programs that support poor and disadvantaged groups is desirable		Experience in donor funded programs – 0.5 point	
f	Strong computer, report and communications skills (oral, written, presentation)		Computer, reporting, communication skills – 1 point	
2	Experience of the Firm	30		
2.1	Experience of the firm in the Kenyan socio-economic environment, oversight and management of financing stakeholders in the agricultural sector		10 years and above - 30points 7-8 Years -24 Points 5-6 Years -18 Points 3-4 years -12 Points 1-2 years - 6 points	
3	Approaches and Methodology	30		
a	Description of the Methodology		Sound approaches Max 15 points	
b	Detailed workplan		Detailed workplan Max 10 points	

NO.	CRITERIA	MAX SCORE	POINTS SYSTEM (marks)	SCORES AWARDED
c	Time schedule		Time Schedule Max 5 Points	
	TOTAL MARKS	100		

NOTE: THE PASSMARK FOR THE ABOVE TECHNICAL EVALUATION IS 70%.

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

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

2.16 Financial Evaluation

Financial proposals for the bidders who shall attain the pass mark (70%) will be opened at a date (to be communicated), within the 30 days evaluation period and be duly evaluated, as per the details of the financial proposal form provided in the RFP .

The Financial Score shall be $0.3 \times \text{Financial Score}$

The financial evaluation formulae is
 $\text{Fin Score} = \frac{\text{Lowest bid Price}}{\text{Bid Price}} \times 30$

2.17 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
 $\text{Score} = 0.7 \times \text{TechScore} + 0.3 \times \text{Fin Score}$

2.18 Negotiations

The bidder offering the highest combined Score evaluated technical 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.

SECTION III: TECHNICAL PROPOSAL

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:]

2. FIRM'S REFERENCES

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

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

Assignment Name:	Country
Location within Country: Your	Professional Staff provided by Firm/Entity(profiles):
Name of Client: assignment.	Clients contact person for the
Address: of	No of Staff-Months; Duration Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any: 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. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

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

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

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

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: _____ Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

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

Certification:

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

_____ Date: _____

[Signature of staff member]

_____ Date; _____

[Signature of authorized representative of the firm]

Full name of staff member:

Full name of authorized representative:

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	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: _____

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
1. Inception Report Inception Report detailing study design, methodology, tools, work plan and timeliness to be submitted. Detailed road map to undertake the assignment	One month after commencement date
2. Interim Progress Reports, this will be done monthly to give status of the assignment (a) 1 st Status Report (b) 2 nd Status Report (c) 3 rd Status Report (d) 4 th Status Report (e) . (f) . (g) . (h) 10 th Status Report	- One week after receiving 1 st round of proposals - A week after desk review of proposals - 2 days after evaluation of proposals -
3. Draft Report	- A week after funding proposals
4. Final Report Finalised and Validated Draft Report as per the ToR.	- On completion of financed investments

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

FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

_____ [Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____				
Name: _____				
Names Amount	Position	Input(Staff months, days or hours as appropriate)	Remuneration Rate	
Regular staff				
(i)				
(ii)				
Consultants				
1.				
2.				
Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2.	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name:

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs <hr/> (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers, tablets, etc.				
4.	Software				
	Grand Total				<hr/>

SECTION V

Terms of Reference (TORs) for the Procurement of an Oversight Technical Services Provider (TSP) for Value Chain Financing Grants Scheme

1.0 Background Information

Kenya Cereal Enhancement Programme (KCEP) is financed under a strategic partnership between Government of Kenya (GOK), European Union (EU), Equity Bank (Kenya) Ltd and International Fund for Agricultural Development (IFAD).

The Climate Resilient Agricultural Livelihoods (CRAL) Window is an expansion of KCEP to the ASALs. KCEP-CRAL Window is a strategic partnership between the Government of Kenya (GOK), European Union (EU) and three Rome Based Agencies (RBAs), i.e. World Food Programme (WFP), International Fund for Agricultural Development (IFAD) and Food and Agricultural Organization (FAO). The CRAL Window builds on lessons learnt and up-scaling the interventions under KCEP. The RBAs build on their comparative advantage to support the Government in graduating farmers from recurrent food insecurity to market-oriented farming, by promoting Good Agricultural Practices (GAPs) including conservation agriculture, building resilience to climate change and sustainable natural resources management (NRM).

KCEP-CRAL is funded by the EU, GOK, IFAD, beneficiaries and private investors. It is financed through EU grant, IFAD loan to the Government, IFAD Adaptation for Smallholder Agriculture Programme (ASAP) grant, IFAD Country Grant, parallel funding by WFP and FAO, private sector and beneficiaries' contributions. The Programme is supervised by the International Fund for Agricultural Development (IFAD). The Financing Agreements for KCEP and KCEP-CRAL were signed on 19th March 2014 and 26th August 2015 respectively. The Completion Date for KCEP is 19th June 2021 and Finance Closing date is 20th December 2021. The CRAL Window Completion and Financing Closing Dates are 30th September 2022 and 31st March 2023 respectively.

KCEP-CRAL contributes towards meeting the national food security needs in compliance with the Agricultural Sector Development Strategy (ASDS) and other sector development policies. The Programme is implemented using a value chain, nutrition sensitive approach aimed at supporting smallholder farmers to increase productivity and profitability of cereal production by ensuring that target smallholder farmers access farm inputs, value chain financing, linkage to markets, post-harvest management, investments in warehouse receipt system, processing facilities and interventions that build resilience to climate change and sustainable natural resources management.

The Programme focuses on three main cereal staples, namely, maize, sorghum, millets and associated pulses (beans, cow peas, pigeon peas and green grams). KCEP and the CRAL Window will support 185,000 smallholder farmers to graduate to market oriented, commercial agriculture. This will be done through various interventions such as e-voucher inputs support to 140,000 farmers; capacity building on good agricultural practices (GAPs), financial literacy; linkage to markets; access to financial services including warehouse receipt financing; and value addition investments.

1.1 Programme Objectives

The overall development goal of the Programme is to contribute to national food security by increasing production of cereal staples (maize, sorghum, millet, and associated pulses), increasing income of smallholders in medium and high potential production areas, and reducing 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.

1.1.1 Specific Objectives

The development goal will be pursued through the following specific objectives (KCEP and CRAL Window):

- i. Contribute to the national food security by increasing production of cereal staples, maize, sorghum, millet and the associated pulses and increase incomes of smallholder farmers in medium and high potential production areas for the targeted crops;
- ii. Support smallholder farmers to graduate from subsistence to commercially-oriented, climate resilient¹ agricultural practices through improvement in productivity, post-harvest management, market linkages for the targeted value chains, value chain financing; and
- iii. The empowerment of County Governments and local communities to sustainably and consensually manage their natural resources and to build their resilience to climate change.

It should be noted that, interventions towards building resilience to climate change are supported under the CRAL Window.

1.2 Programme Components

KCEP-CRAL has three technical components and one management component shown below:

¹ Under KCEP-CRAL.

- **Component 1: Capacity Building for Climate Resilient Productivity Enhancement and Natural Resource Management (NRM)** designed to support farmers in the adoption of improved farming practices including GAP and CA through identification of technologies, implementation of e-voucher scheme and capacity building of value chain players geared towards increasing productivity and profitability, hence, commercialization. Community-based, sustainable NRM and climate change adaptation interventions will be supported.

Note: while the components of KCEP and KCEP-CRAL are similar, community based sustainable NRM and climate change interventions are supported under KCEP-CRAL only.

- **Component 2 - Post-Production Management and Market Linkages** aimed at strengthening farmers organisations and on-farm post-harvest management with a view of improving group management as well as supporting investments in produce aggregation, warehouse receipt systems, processing, value addition and spot improvement of access roads.
- **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. In particular, the component will facilitate smallholder farmers' to access agricultural inputs and services through an electronic voucher (e-voucher) system; financial services to support the farmers graduation from subsistence to commercial farming; and investments in value adding facilities, either as owners or as users, so that they can increase their incomes through higher returns on production and processing.
- **Component 4 – Programme Management** designed to facilitate the overall coordination and day to day management of the Programme.

1.3 Programme Areas

KCEP and the CRAL Window implementation area covers 13 counties, namely, Embu, Tharaka Nithi, Kitui, Machakos and Makueni (Eastern Region); Taita Taveta, Kilifi and Kwale (Coastal Region); and Bungoma, Kakamega, Trans Nzoia, Nandi and Nakuru (Western Region).

1.4 Programme Target Group

KCEP-CRAL support targets 185,000 smallholder farmers whose livelihoods depend on maize, sorghum, millet and associated pulses.

All KCEP-CRAL farmers (100,000) in the ASALs will benefit from the e-voucher scheme, while in the high and medium potential areas of Western and Eastern Regions (original KCEP), 40,000 farmers will access the e-voucher package. The balance 45,000 farmers (under the original KCEP) will be supported with other Programme interventions except the e-voucher package.

KCEP-CRAL has secondary target groups who will benefit from value addition facilities and the spill over effects of Programme activities. This target group includes stakeholders along the value chains who facilitate beneficiary farmers to access support services. Special focus will be on women-headed households and the youth who are expected to constitute 50% of the target beneficiaries, given the challenges they face in accessing production resources.

1.5 Implementation Arrangements

The Lead Implementing Agency is the State Department of Agriculture, Ministry of Agriculture, Livestock and Fisheries (MoALF). A Programme Coordination Unit (PCU) is responsible for the overall coordination and management of Programme activities. Implementation is by partners identified in the Programme Design Report (PDR), and service providers who will be procured on need basis.

The implementing partners include:

1. Kenya Agricultural and Livestock Research Organization (KALRO) responsible of generating and disseminating technology;
2. Agricultural Market Development Trust (AGMARK) responsible of capacity building of agro dealers;
3. Eastern Africa Grain Council (EAGC) for post-harvest management interventions, certification of warehouses, linkage to markets and capacity building;
4. Partner Financial Institutions (PFIs) for CRAL Window. These are yet to be procured and will be responsible of setting up and operationalizing the e-voucher platform, access to agricultural inputs, financial services and financial literacy training;
5. Equity Bank (EBL) for KCEP – responsible of setting up and managing the e-voucher platform, financial literacy training and access to inclusive financial services;

6. Centre for Training and Integrated Research in ASAL Development (CETRAD) to set up remote sensing, geographical information systems and capacity building;
7. Kenya Meteorological Department (KMD) to provide agricultural climate services;
8. National Drought Management Authority (NDMA) to manage the County Adaptation Fund (CAF) process;
9. Service providers procured on need arises; and
10. County Governments whose roles include the following:
 - a. Sensitization of the beneficiaries about the grant scheme investment opportunities;
 - b. Issue and publicize calls for proposals at County/Sub County/Ward levels;
 - c. Conduct evaluation of the proposals in collaboration with TSP and PCU;
 - d. Submission of the evaluated proposals to PCU with recommendations for approval;
 - e. Conduct monitoring and oversight of the financed projects;
 - f. Progress reporting to the PCU; and
 - g. Train beneficiary investors on various issues such as management skills, record keeping, financial and technical reporting.

2.0 Overall Objectives

The overall objective is to consolidate the productivity gains made. The Programme supports improved on-farm grain handling and management including matching grants for financing of investments by farmers and private investors in processing equipment within storage facilities for use by Programme beneficiaries and non-supported farmers. KCEP-CRAL is seeking the services of an oversight TSP to operationalize and manage the Programme matching grants for processing facilities under Sub-Component 3.2.

The specific objectives will include the following:

1. Provide an oversight role during the implementation of the value chain financing grants scheme of KCEP and the CRAL Window; and
2. Ensure that all parties involved in the value chain financing grants scheme complies with the policies and procedures of grant management including

selection of grant beneficiaries as specified in the Grant manual designed by the Programme.

A Grant Manual for Value Chain Financing has been designed by the Programme, which specifies the rationale and objectives of the Grant scheme, eligibility criteria for the Grant beneficiaries, principles governing the grant management, implementation modalities, including the oversight role of the TSP, procurement and disbursement/payment procedures, monitoring and evaluation modalities. The procured TSP will implement its assignment in compliance and in line with the manual. The indicative number of grants to be funded and monitored, phased by year as per the KCEP and CRAL Window PDRs and cost tables is shown on table 1 and 2.

Table 1. Indicative number of grants to be funded phased out by year under KCEP

No	Type of Facility	Ownership	No. of Facilities to be Funded				Total
			Year 1	Year 2	Year 3	² Year 4	
1	Shelling/Threshing	Farmers owned	4	8	4	-	16
		Private investor owned	6	13	6	-	25
2	Milling facilities	Farmers owned	1	1	-	-	2
		Private investor owned	1	2	2	-	5
3	Upgrading milling facilities	Private investor owned	5	10	5	-	20
4	Cleaning/Polishing /Packaging facilities	Farmer owned	-	1	1	-	2
		Private investor owned	2	4	4	-	10
Total							80

² No investments under the grant scheme during year 4 (KCEP)

Table 2. Indicative number of grants to be funded phased by year under KCEP-CRAL

No	Type of Facility	Ownership	No. of Facilities to be Funded					Total
			Year 1	Year 2	Year 3	Year 4	³ Year 5	
1	Shelling/threshing and CA land preparation/planting equipment for provision of services	Farmer owned	1,000	1,000	1,000	1,082.3	-	4,082.3
		Private investor owned						
2	New milling facilities	⁴ Farmer owned	-	1	1	-	-	2
		Private investor owned	25	24	24	25	25	123
3	⁵ Upgrading existing milling facilities	Private investor owned	25	25	25	25	25	125
4	⁶ Cleaning/polishing/ packaging	Farmers owned facility	-	-	-	-	-	-
		Private investor owned	-	-	-	-	-	-

The procured TSP will sign a performance-based agreement with the Government. The TSP will manage the grants to finance value addition facilities identified under sub component 3.2 as described on annex 1 and 2.

3.0 Scope of Services

The PCU requires the services of a Technical Service Provider for oversight role on the Programme matching grants for support to value chain financing of investments in value addition facilities with a view of reducing post-harvest losses for produce and enhancing access to profitable market outlets for produce. The investments to be supported through value chain financing include farmers' owned and private investors' owned processing facilities. The investments for both farmers and private investors owned will be financed through owners' contribution, programme grant and loans from financial institutions.

³ No grants funded in year 6 and 7 (KCEP-CRAL)

⁴ For demonstrations

⁵ Private investor facilities only

⁶ Lumped together with shelling/threshing facilities in the Cost Tables; mentioned separately in the PDR text, however, number of facilities and costing is not provided

“The Grants Oversight Technical Service Provider (TSP) will ensure quality of proposal appraisal, monitoring of the funded activities, provide technical advice to the groups during monitoring, and oversight on behalf of the Programme to ensure that all parties involved in the process are complying with policies and procedures.”

4.0 Specific Tasks for the TSP

The specific Stepwise Tasks to be implemented by the TSP are outlined below.

1. Participate in sensitization fora/meetings at County and Sub County levels aimed at informing potential applicants about the Grant scheme - objectives, eligibility for applicants, policies and procedures for grant approval and disbursement, commitments required of the applicant and the need for signing a Grant Agreement;
2. Verification of the ‘call for proposals’ as carried out by the relevant actors through various methods (posters in strategic points, media (newspaper, radio)) to ensure adequate publicity and wide dissemination.
3. Ensure that the calls for proposal are made in accordance with the stipulated timelines, policies and procedures;
4. Receive grant funding proposals from the PCU for review, consolidation and analysis (evaluation);
5. Conduct a desk review (pre-screening) of the proposals’ for compliance with the laid down procedures prior to technical evaluation of proposals by PCU and County technical evaluation committee;
6. Prepare a report on the qualifying, pre-screened applicants indicating the reasons for rejection of any disqualified proposals and hand over the qualifying proposals to PCU for technical evaluation by the a Technical Evaluation Committee comprising of PCU and county membership in line with public procurement regulations;
7. After technical evaluation of the proposals, the TSP validates the ranking of the grants’ funding proposals based on the agreed upon evaluation criteria with a view of ensuring the quality of appraisal;
8. Analyze the qualifying proposals and evaluation reports of the Technical Evaluation Committee with a view of making recommendations to the PCU;
9. Conduct on-site field visits for verification and validation of the selected proposals to ensure that evaluation is conducted appropriately and in compliance with the set guidelines and agreed upon evaluation criteria;
10. Transmit to the Central PCU the final list of grant funding proposals which qualify for financing with an indication of disbursement phasing for funding. This should include a report justifying the qualification, amount of funding for each proposal and the total budgetary requirement for the qualified proposals;

11. Generate an electronic and/or manual list of all submitted and reviewed proposals i.e. successful and rejected proposals and maintain the database of the proposals);
12. Ensure communication to the successful and unsuccessful applicants in line with the stipulated procedures;
13. Participate in preparation of training materials and actual capacity building of grantees on business skills (when necessary);
14. Ensure that proper procedures are followed while conducting mobilization of grantee contributions; disbursement of the grant financing; and procurement of goods and services by the grantees;
15. In collaboration with the PCU, conduct quarterly monitoring visits of the activities funded through the grant scheme, provide technical advice to the financed groups/private investors as well as verify that other parties are implementing the grant proposals within the set timelines and in accordance with the policies and procedures;
16. During monitoring, verify that implementation of matching grants is conducted within the set timelines and the achievement of minimum performance indicators by the grantees;
17. Compile a Report to PCU regarding the progress of implementation of the grant scheme including lessons learnt, suggested improvements to the grant financing, impacts (if any) and financial progress for the funded proposals. The TSP may provide information for clarification to IFAD regarding the proposals for funding (if need arises); and
18. The oversight TSP will participate in County Programme Coordinating Committee on need basis.

Note

The TSP will not be involved in supporting the groups for proposal write-ups. Its role is to check the quality of the proposals on behalf of the PCU.

5.0 Time Frame, Duration and Commencement of the Services of Grants TSP

The duration of the assignment is up to five years taking into account that two years have elapsed since the commencement of KCEP-CRAL. The parties (Programme and the TSP) will sign a performance based agreement, renewable annually subject to satisfactory performance based on performance indicators (attached).

The services of the TSP are expected to commence immediately after the recruitment (probably in May/June 2018) after completion of the procurement process and rehabilitation of storage facilities.

6.0 Reporting Requirements

The TSP will report directly to the PCU and work closely with the PCU and the county/sub county agricultural officers. The TSP will be expected to provide

progress reports of implementation aligned to the M&E reporting requirements of the Programme i.e. quarterly, semi-annual and annual reports. The reporting requirements will be outlined in the agreement with the TSP.

7.0 Expected Deliverables

The quarterly, semi-annual and annual reports are aligned to the M&E reporting requirements and contain detailed progress of implementation. The following are the main deliverables for the TSP in the implementation of the grant scheme.

- On commencement of the contract, the TSP will produce and present to PCU an Inception Report that details the TSP's understanding of the tasks, each specific objectives, outline methodologies/ approaches to be used and a clear work schedule/ plan based on the Grant manual. The inception report will be submitted to the PCU within 2 weeks;
- Draft Reports⁷ and a consolidated report (overall, regional and by county) after evaluation of each grants call for proposals. The reports will include the following:
 - Summary section (executive summary)
 - Number of proposals received and processed;
 - Quality of the proposals in terms of completeness of the information provided, coherence of the proposal write-up, timelines, contact persons/lead persons, etc;
 - Compliance of proposals to the set policies and procedures;
 - Compliance of technical evaluation with the set policies and procedures;
 - Report of verification on-site field visits conducted;
 - Design and operationalize a database of all the proposals received – indicating the successful, rejected and reasons for rejection; and
 - Recommendation for proposals to be financed with disbursement phasing;

The report will be presented to PCU for approval and adoption before funds are disbursed. The TSP will present the report one week after completion of the evaluation of each call for proposals.

- Draft Final Report for each call for proposals two weeks after disbursement and start of implementation. The report will include the following:

⁷ Reporting requirements are outlined separately in the pages below

- Monitoring report covering progress of implementation (based on an M&E framework set up by the PCU), technical advice/recommendations to groups/private investors, compliance with set timelines, guidelines for grant financing and management by all parties including stakeholders; and
- Proposed interventions/strategies for way forward i.e. action plan(s) developed by the TSP in consultation with groups/private investors and other stakeholders involved in the Grant management; and
- Final Report - one week after completion of the grant implementation and upon review and approval by the PCU. The report will be adopted and disseminated to the relevant stakeholders.

8.0 Terms of Payment for the TSP

Payment of the TSP will be done for each call for proposals. The payments will be done in tranches depending on the agreed outputs as follows:

- Upon submission of the Inception Report which will provide details on the approaches, methodologies and clearly outlined timelines/ work schedule;
- Upon submission of the Draft Report whose content is outlined above;
- Upon submission of the Final Draft Report (contents outlined above; and
- Upon submission and approval of the Final Report (soft and hard copies).

The TSP will be paid in line with the laid down GoK procedures of payment. The terms of payments will be as follows:

- Thirty (30) percent of the lump-sum amount shall be paid upon approval of the Inception Report by the PCU;
- Fourty (40) percent of the lump-sum amount shall be paid upon approval of the Draft Report by the PCU; and
- Thirty (30) percent of the lump-sum amount shall be paid upon approval of the Final Report;

However, to access all the percentage of payments, the TSP will have to achieve minimum performance indicators, failure to which, part of the payment will be retained until the performance indicators are effectively achieved.

9.0 Coordination

The TSP will be answerable to the KCEP-CRAL PCU and will work in collaboration with other programme partners and service providers.

10.0 Skills and Qualifications

The TSP is expected to assemble a team of professionals with wide experience and competencies related to the assignment including expertise in grants/fund

management or oversight for rural beneficiaries of financial services. Knowledge of cereal value chains targeted by the Programme including specific knowledge on setting up and management of processing facilities will be an added advantage.

The key skills, qualifications and experiences to undertake this assignment are outlined below.

10.1 Expert 1: Team Leader – Finance Expert

The team leader/finance expert will be engaged for a period of 8 months (on need basis).

Key Qualification, Skills and Experience

The team leader should have qualifications and expertise with a finance background. The following qualifications, skills and experience are required:

- A masters’ degree in Finance, Banking, Economics, Agricultural Economics, Cooperative management or related fields from a recognized university;
- 10 years’ working experience, at least 5 of which must be in value chain finance targeting smallholder farmers/groups and other agricultural value chain players;
- Experience with donor assisted agricultural support programmes will be an added advantage;
- Have ability to communicate in the local languages, preferably Kiswahili;
- Experience working on programs for the poor and disadvantaged groups in externally funded programmes is desirable; and
- Strong computer, report and communications skills (oral, written, presentation).

10.2 Expert 2: Project Management Specialist

The project management specialist will be engaged for 6 months (on need basis).

Key Qualification, Skills and Experience

- Minimum of a bachelor’s degree in Project Planning and Management, banking sector, Monitoring and Evaluation or related fields from a recognized university. A masters’ degree will be an added advantage;
- 8 years’ working experience, at least 5 of which must be in programmes targeting smallholder farmers/groups and value chain players in the agricultural sector;

- Have demonstrated experience of at least 5 years in PRA techniques, monitoring and evaluation, community mobilization and social development skills;
- Have ability to communicate in the local languages, preferably Kiswahili;
- Experience working in programs for the poor and disadvantaged groups in externally funded programmes is desirable; and
- Strong computer, report and communications skills (oral, written, presentation).

10.3 Expert 3: Agricultural/Agribusiness Specialist

The agricultural/agribusiness specialist will be engaged for 6 months (on need basis).

Key Qualification, Skills and Experience

- Minimum of bachelor's degree in Agribusiness, Agronomy, Rural/Sustainable Development, Agricultural Economics or related fields from a recognized university. A master's degree will be an added advantage;
- 10 years' working experience at least 5 of which must be in programmes targeting smallholder farmers/groups and value chain players in the agricultural sector;
- Demonstrated 5 years' experience in agribusiness with a bias on post-harvest management/ value addition of agricultural produce;
- Have ability to communicate in the local languages, preferably Kiswahili;
- Experience working in programs for the poor and disadvantaged groups in externally funded programmes is desirable; and
- Strong computer, report and communications skills (oral, written, presentation).

Table 5. Minimum Key Performance Indicators (KPI) for the TSP

The minimum key performance indicators will be determined by the PCU for each round of call for proposals. The template (table 5) below will be used.

No.	Result Area	Key Performance Indicator (KPI)	Target					Actual
			Y 1	Y 2	Y 3	Y 4	Y5	
1.0	Sensitization and Awareness Creation and Publicity	Participate in County Sensitization Workshops aimed at informing potential applicants about the Grant scheme						
		Participate in Sub-County Sensitization Workshops aimed at informing potential applicants about the Grant scheme						
		Verification of the call for proposals carried out by the relevant actors through <ul style="list-style-type: none"> • Poster • Print and TV 						
2.0	Grant Scheme Proposals	Developed in accordance with the guidelines						
		Grants funding proposals reviewed, consolidated and analysed at <ul style="list-style-type: none"> • PCU • County and • Sub-county 						
		Grants funding proposals evaluated						
		Number of Grants funding reports prepared and approved						
		Number of grant funding proposals reports qualifying for						

No.	Result Area	Key Performance Indicator (KPI)	Target					Actual
			Y 1	Y 2	Y 3	Y 4	Y5	
		financing with an indications of the phased funding levels						
		Number of Grants funding validated						
		Design and Develop a robust database for capturing and managing the resultant data on Grant scheme						
3.0	Monitoring and Evaluation Activities	Undertake the on-site field visits to verify and validate the selected proposals						
		Conducting mobilization of grantee reviews with the disbursement of the grant financing; and procurement of goods and services by the grantees						
		Conduct quarterly monitoring visits of the activities funded through the grant scheme						
		Number of verifications on the implementation of matching grants within the set timelines						
4.0	Capacity Building	Participate in preparation of training materials and actual capacity building of grantees on business skills						

Annex 1. ⁸KCEP Processing Facilities to be funded under the Value chain financing Grant scheme (with their cost sharing modalities)

Type of facility		Grantee contribution (only in cash)	Grant (in percentage of the total cost of the investment)	Total	
				No.	Estimated unit cost (Euro)
Shelling (maize)/ Threshing (sorghum and millet) mobile equipment and a tractor, which can also be used for land preparation and transport	Farmers owned facility	10% own contribution Debt financing > 70%	< 20%	16 ⁹	447,000
	Private investor	90% (Own contribution or debt financing)	10%	25	696,000
Milling (for maize, millet, sorghum)	Farmers owned facility ¹⁰	10% own contribution Debt financing > 70%	< 20%	2	154,000
	Private investor	90% (Own contribution or debt financing)	10%	5	615,000 (including construction)
Upgrading of existing milling facility ¹¹	Private investor	90% (Own contribution or debt financing)	10%	20	480,000
Cleaning/polishing/ packaging (pulses)	Farmers owned	10% own contribution Debt financing > 70%	< 20%	2 ¹²	116,000
	Private investor	90% (Own contribution or debt financing)	10%	10	577,000
Total		-	-	80	3,085,000

⁸ As per figures in the cost tables

⁹ In newly constructed farmer-owned warehouses.

¹⁰ Co-financing of two new milling facilities as a demonstration, to be implemented in the same location as new programme financed storage facilities.

¹¹ To enable the investors to comply with the Food Industry Fortification Law, June 2013.

¹² 2 for demonstration in farmers' owned facilities located in new storage facilities.

Annex 2. KCEP-CRAL processing facilities to be funded under the Value chain financing Grant scheme (with their cost sharing modalities)

Type of facility		Grantee contribution (only in cash)	Grant (in percentage of the total cost of the investment)	Total	
				No. of Facilities	Estimated unit cost (USD)
Threshing/shelling and CA land preparation/planting equipment for provision of services	Farmers owned facility	10%	90%	4,000	4,097
	Private investor ¹³	> 70% (Own contribution or debt financing)	< 30%		
New Milling facilities	Farmers owned facility ¹⁴	> 30% own contribution Debt financing to complement	< 40%	2	20.52
	Private investor	> 70% (Own contribution or debt financing)	< 30%	123	1,269.48
Upgrading of existing milling facility	Private investor	> 70% (Own contribution or debt financing)	< 30%	125	1,290
¹⁵ Cleaning/polishing/ packaging	Farmers owned facility	> 30% own contribution Debt financing to complement	< 40%	NA	NA
	Private investor	> 70% (Own contribution or debt financing)	< 30%	NA	

¹³ In areas where a certain level of market stimulation has occurred for emergence of Private Sector-driven services.

¹⁴ Co-financing of two new milling facilities as a demonstration, to be implemented in the same location as new programme financed storage facilities.

¹⁵ Lumped together with shelling/threshing and CA land preparation/ planting equipment for provision of services

Annex 3. Outputs of the Matching Grants Scheme

1. Installation and operationalization of the following equipment (KCEP):
 - a) Shelling and threshing mobile equipment and a tractor, in 15 newly constructed farmer-owned warehouses; and 25 private investor owned facilities;
 - b) Milling equipment in 2 farmers owned (for demonstrations) and 5 private investor owned facilities;
 - c) Upgrading of 20 existing private investor milling facilities¹⁶;
 - d) Equipping of 2¹⁷ farmers owned and 10 private investor owned cleaning/polishing/ packaging (pulses) facilities;

2. Installation and operationalization of the following equipment (KCEP-CRAL):
 - a. 4,000 farmers and private investor owned threshing, shelling and CA land preparation/ planting equipment for provision of services¹⁸;
 - b. 125 milling facilities equipped (2 farmers owned facilities¹⁹) and private investor owned (123 facilities);
 - c. 125 existing private investor milling facilities upgraded;
 - d. Equipping of farmers and private investor owned cleaning/polishing/ packaging²⁰;

¹⁶ To enable the investors to comply with the Food Industry Fortification Law, June 2013.

¹⁷ 2 demonstration farmers' owned facilities located in new storage facilities.

¹⁸ The numbers provided in the cost tables are lumped together with the cleaning/polishing/packaging facilities

¹⁹ Co-financing of two new milling facilities as a demonstration, implemented in the same location as new programme funded storage facilities.

²⁰ The numbers provided in the cost tables are lumped together with the threshing/shelling and CA land preparation/ planting services

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. In case of discrepancies or inconsistencies between or among the Contract Agreement and its Annexes, the documents to prevail shall be given precedence in the following order:
 - (a) Contract Agreement Form
 - (b) The Special Conditions of Contract;
 - (c) The General Conditions of Contract;
 - (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)

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- 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 authorised representative] _____ *of Client's*

[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 of Services** The Consultant shall begin carrying out the 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 (i) Not to Benefit from Commissions, 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

**Discounts,
Etc.**

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 shall be made within thirty (30) days of receipt of invoice and the relevant documents

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Payment

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

7 SETTLEMENT OF DISPUTES

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

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

III SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(h)	The Member in Charge is _____ <i>[name of Member]</i>
1.4	<p>The addresses are:</p> <p>Client: _____ KCEP-CRAL _____</p> <p>Attention: SENIOR PROGRAMME CORDINATOR_</p> <p>Telephone: __0770 174 188__ Telex;</p> <hr/> <p>Facsimile: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Telephone; _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: _____ SENIOR PROGRAMME CORDINATOR /KCEP-CRAL_____</p> <p>For the Consultant:_____</p>
2.1	<p>The date on which this Contract shall come into effect: Upon Signing of the Contract.</p>
2.3	<p>The contract period shall be maximum of four (4) years upon signing of the contract, which will be renewable every 12 months (annually)subject to satisfactory performance and availability of the Donor funds.</p>
3.4	<p>The Consultant shall take out insurance against following risks and coverage:</p> <p>(i) Professional Liability for Ksh 350,000 . The Cover should be provided within 3 days after signing the contract.</p>

(ii) Loss of or damage to equipment and property___ **N/A**

2.4(a) The amount in foreign currency or currencies is_ *[Insert amount]*.

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

6.2 Payments shall be made according to the following schedule:

(a) 1st Payment:

Thirty (30 %) percent of the lump-sum amount shall be paid upon approval of the Inception Report by the PCU.

(b) 2nd Payment:

Forty (40%) percent of the lump-sum amount shall be paid upon approval of the draft report by the PCU

c) **Final Payment:**

Thirty (30) percent of the lump-sum amount shall be paid upon approval of the final report

6.4 Payment will be made within 30 days after approval of the invoice and report. The TSP will have to achieve minimum performance indicators, failure to which, part of the payment will be retained until the performance indicators are effectively achieved.

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

3.2,3 (b) Not Applicable

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.....

	<p>Part 2 (a) – Sole Proprietor Your name in full..... Age..... Nationality.....Country of Origin..... Citizenship details..... <i>If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or</i></p>																				
	<p>Part 2 (b) – Partnership Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr><td>1.....</td><td></td><td></td><td></td></tr> <tr><td>2.....</td><td></td><td></td><td></td></tr> <tr><td>3.....</td><td></td><td></td><td></td></tr> <tr><td>4.....</td><td></td><td></td><td></td></tr> </tbody> </table> <p><i>If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration</i></p>	Name	Nationality	Citizenship details	Shares	1.....				2.....				3.....				4.....			
Name	Nationality	Citizenship details	Shares																		
1.....																					
2.....																					
3.....																					
4.....																					
	<p>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</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td><td></td></tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
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)