



KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION

REQUEST FOR PROPOSALS (RFP)

KALRO/HQTS/RFP/001/2019-20:

MARKETING AND DISTRIBUTION OF AFLASAFE KE01™ IN KENYA

CLOSING DATE: 27th August 2019

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SECTION I - LETTER OF INVITATION

Date: 18th July 2019

Dear Sir/Madam,

RE: TENDER NO. KALRO/01/HQTS/2019-2020: MARKETING AND DISTRIBUTION OF AFLASAFE KE01™ IN KENYA

- 1.1 The **KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION (KALRO)** invites proposals for Marketing and Distribution of Aflasafe KE01 in Kenya as indicated in the terms of reference herein.
- 1.2 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
 - Section II - Information to consultants
Appendix to Consultants information
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal
 - Section VI - Standard Contract Form
- 1.4 Further information may be obtained at Director Supply Chain Management's office, KALRO Headquarters, Kaptagat Road, P.O. Box 57811-00200, Nairobi, during normal working hours.
- 1.5 A complete set of tender document may be obtained from KALRO website: www.kalro.org or www.supplier.treasury.go.ke
- 1.6 Those who download the tender document from the website will be required to immediately register their details at the office of the Director, Supply Chain Management or send details to email tenders@kalro.org to allow for receiving of any clarifications or addendum
- 1.7 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box situated at the entrance to the main building of KALRO Headquarters on Kaptagat Road, off Waiyaki Way over on or before **27th August 2019 at 11.00a.m.** Bulky documents that cannot go through the slot of the Tender box may be **delivered to KALRO Headquarters, ground floor Room 151 on or before 27th August 2019 at 11.00a.m.** Late bids will be rejected
- 1.8 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KALRO Headquarters, Boardroom on 27th August 2019.**
- 1.9 Prices quoted should be inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 60 days from the closing date of the tender.

Director, Supply Chain Management
FOR: DIRECTOR GENERAL

SECTION II - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=

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

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

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

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

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

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

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

- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

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

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs

associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 60 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked,

“DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE.”

- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

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

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

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

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (S_f) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-
 $S_f = 100 \times \frac{F_M}{F}$ where S_f is the financial score; F_M is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows: - $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 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 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

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

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals 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 Appendix "A".
- 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 terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tendere.
- 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.

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.

2.13 Appendix to Information to Consultants

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

Clause Reference	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS
2.1.1	Name of Client/Beneficiary: KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION (KALRO) Method of Selection: Quality Based Selection (QBS)
2.1.2	The name and description of the assignment is: Marketing and Distribution of Aflasafe KE01™ in Kenya
2.1.4	The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals.
2.2.1	Tenderers may seek clarification until not later than seven (7) days to the closing date. The request should be in writing and addressed to: Director General Kenya Agricultural and Livestock Research Organization P O Box 57811-00200 Nairobi Attn: Director Supply Chain Management Email: tenders@kalro.org
2.4.3	Fees Shall be in Kenyan Shillings
2.4.4	Tender validity period shall be 90 days after closing of tender
2.5.3	This shall be a TECHNICAL PROPOSAL submitted in two copies. Marked Original or Copy as appropriate. The proposal should be addressed to: Director General Kenya Agricultural and Livestock Research Organization P O Box 57811-00200 Nairobi and clearly marked DO NOT OPEN BEFORE 27th August 2019 at 11.00a.m.
2.5.4	The Completed tender document is to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box situated at the entrance to the main building of KALRO Headquarters on Kaptagat Road, Loresho, off Kangemi fly over on or before 27th August 2019 at 11.00a.m. Bulky documents that cannot go through the slot of the Tender box may be delivered to KALRO Headquarters, ground floor Room 151 on or before 27th August 2019 at 11.00a.m. Late bids will be rejected
2.9	Negotiations will be held with the selected tenderer(s) after completion of the evaluation process before award

2.10.2	Date of commencing the assignment shall be agreed at the time of signing the contract with the consultant
	Training is a specific component of this assignment; Yes
	The successful tenderer shall be required to deposit a Ksh 10million Deposit/ Guarantee to secure credit facility accorded to the Distributor upon signing of Contract; Yes

EVALUATION CRITERIA		
Stage 1: Mandatory Requirements		
Interested bidders MUST provide valid copy of the following:		
ITEM No	ITEM DESCRIPTION	YES/NO
1	Business Registration Certificate	
2	Business permit	
3	Tax Compliance Certificate	
4	Detailed Company profile	
5	At least three (3) reference letters from referees whom you have successfully undertaken similar assignment in last three (3) years	
6	Registration Certificate with PCPB	
7	Duly filled in, signed and rubber stamped confidential business questionnaire	
8	Provide last three (3) years audited accounts 2016-2018	
9	Provide at least 3 certificates of staff with professional competence in Agriculture, Agribusiness, or any other relevant field	
The consultant must demonstrate their understanding of and conformity to the Terms of Reference provided		
Firms registered under AGPO category will be exempted from submission of reference letters, bid bond, audited accounts but WILL be required to submit duly filled, signed and rubber stamped Tender Securing Declaration form		
N/B: The tenderers who meet all the mandatory requirement will be responsive and therefore be considered for the next stage of Technical Evaluation		

Stage 2: Technical Evaluation Requirements			
Each of the Requirements in the bids shall be scored as weighted below:			
	Description	Max. points	Score
1	Well bound and neat document	3	
2	Ease of reference with table of content	1	
3	Comprehensive and complete document	3	

4	Specific experience of the consultant related to the assignment	22	
4.1	Evidence of contractual engagement with agro dealers for agency (6) <ul style="list-style-type: none"> • 5 agro-dealers and above = 6; • 3-4 agro-dealers = 4; • 1-2 agro-dealers = 2; • no agro-dealer = 0 	6	
4.2	Geographical spread of the contracted agents across the country (6) <ul style="list-style-type: none"> • 5 regions or more = 6; • 3-4 regions = 4; • 1-2 regions = 2; • no agent = 0 	6	
4.3	Pest Management reports for the last 3 years (5) <ul style="list-style-type: none"> • reports or more = 5; • reports = 3; • report = 2; • no report = 0 	5	
4.4	Evidence of ownership of commercial vehicles (trucks) in form of copies of motor vehicle registration certificates (5) <ul style="list-style-type: none"> • 5 vehicles or more = 5; • 3-4 vehicles = 3; • 1-2 vehicles = 2; • no vehicle = 0 	5	
5	Qualifications and competence of the key staff for the assignment	15	
5.1	CVs of key staff (Diploma and above) to be involved in Marketing & Distributorship in the firm (signed and stamped) (5) <ul style="list-style-type: none"> • 5 staff CVs or more = 5; • 3-4 staff CVs = 3; • 1-2 staff CVs = 2; • No staff CV = 0 	5	
5.2	Highest academic qualification among key staff to be involved in marketing in the firm (5) <ul style="list-style-type: none"> • Degree and above in agriculture or relevant field = 5; • Diploma in agriculture or relevant field = 4; • Certificate in agriculture or relevant field = 2; • Other relevant qualifications (Diploma and above) = 3 	5	
5.3	Evidence of experience in distributorship of agro-inputs, particularly biological control products (5) <ul style="list-style-type: none"> • 5 years or more = 5; • 3-4 years = 3; • 1-2 years = 2; • no experience = 0 	5	
6	Suitability to train farmers	16	
6.1	Evidence of promotional material used for promotion of agro-inputs (8) <ul style="list-style-type: none"> • 5 materials or more = 8; • 3-4 materials = 6; • 1-2 materials = 4; • no material = 0 	8	

6.2	Evidence of training farmers provided by the distributor/ approved list of at least 20 participants per forum in the last three (3) years: (8) <ul style="list-style-type: none"> • [5 training forums or more = 8; • 3-4 forums = 6; • 1-2 forums = 4; • no training forum = 0] 	8	
7	Adequacy of the proposed Business Plan and methodology in responding to the terms of reference	40	
7.1	Presentation of marketing and distribution plan, with the following components: <ul style="list-style-type: none"> • Detailed profile of the firm (2) • Target and location of users (5) • Envisaged quantities and availability requirements (5) • Awareness creation and feedback strategy (5) • Product promotion strategy (7) • Collection, storage and distribution strategy (8) • Indicators and timelines of accomplishment of the task (3) 	35	
7.2	Outline of responsibilities of key staff in the marketing and distribution of the product (5)	5	
TOTAL		100	
	N/B: <ol style="list-style-type: none"> a. Minimum technical evaluation points to qualify for invitation to make a presentation shall be 50 out of 60 marks. b. Response to the Technical Requirements as stipulated in the document should be fully qualified and supported by the relevant documentation. Statements such a “complied” or “agreed” will not be acceptable. c. The total score for a tenderer to be considered for negotiation and possible award shall be a pass mark of not less than 75%. 		

SECTION III: - TECHNICAL PROPOSAL

3.1 Notes on the preparation of the Technical Proposals

- 3.1.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.1.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.1.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

3.2 Technical Proposal Submission Form

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

3.3 Firm's References

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

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

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3.4 Comments and Suggestions of Distributor on the Terms of Reference and Proposals by the Client

3.4.1 On the Terms of Reference

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

3.4.2 On Proposals by the Client

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

3.5 Description of the Methodology for Marketing and Distribution

The description should include the distributor's business plan for performing the assignment

3.6 Team Composition and Task Assignments

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

3.7 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 staff, the qualifications, and experience.

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorized representative of the firm]

Full name of staff member; _____

Full name of authorized representative: _____

SECTION IV: - TERMS OF REFERENCE

4.1 Introduction:

The mandate of the Kenya Agricultural and Livestock Research Organization (KALRO) is to promote, streamline, co-ordinate and regulate research in crops, livestock, genetic resources, biotechnology and animal diseases; expedite equitable access to research information, resources and technology and promote the application of research findings and technology in the field of agriculture and livestock. By delivering on its mandate, KALRO contributes to attainment of sufficient, nutritious and safe food for its growing population, with maize as the main staple in the country.

Maize is grown on approximately 2.5 million hectares annually and mostly by smallholder farmers. Unfortunately, over time, a lot of maize produced in parts of the country has failed the safety threshold for human consumption, leaving the general population vulnerable to consuming unsafe maize and maize products. Mycotoxins such as aflatoxins are a big threat to food safety in Kenya. While in some instances causing immediate death, there is a bigger problem of chronic aflatoxin exposure that has contributed to the alarming cancer statistics being witnessed in the country.

Among the solutions for aflatoxin mitigation is the use of Aflasafe KE01™, a biological control product that is officially registered in Kenya for use in maize by the Pest Control Products Board (registration number PCPB (CR) 1419) with KALRO as the registrant. A local modular plant (1st such facility in Africa) is currently operational within KALRO Katumani (Machakos County) for manufacturing the product. The facility has capacity of producing adequate Aflasafe KE01™ to meet the current national requirement through its modular system. Product development involved key players that included KALRO, the International Institute of Tropical Agriculture (IITA), USDA and NIB, and the facility was built through the support of various partners that include USAID, BMGF, USDA and PACA. The manufacturing plant is currently jointly run and managed by KALRO and IITA. KALRO would like to invite proposals for the business opportunity to market and distribute Aflasafe KE01™ in Kenya.

4.2 Objective of the assignment:

To deliver Aflasafe KE01™ to end users in order to help in solving the problem of aflatoxin.

4.3 Expected output:

Aflasafe KE01™ delivered to farmers in an expeditious, affordable and sustainable manner.

4.4 Scope of the assignment:

The distributor should aim to readily avail the product to outlets for ease of access by farmers and all stakeholders across Kenya. This should be demonstrated through:

- Effective distribution of the product - the distributor should have agro-dealer outlets/agencies with a wide geographical coverage.

- Promotion and marketing of the product which will include sensitization and creating awareness of the new product.
- Capacity building of all stakeholders involved in promotion and marketing of the product - to include, but not limited to, agro-dealers, farmers and internal staff.
- As part of the evaluation process, shortlisted distributors will be invited to make a presentation to demonstrate the methodology to be used as business plan in marketing and distribution of the product. This will include the distributor indicating the funds allocated for the marketing and distribution

4.5 Competency/expertise required to do the assignment:

- **Registration**
The distributor should be a firm registered with PCPB. Any other membership organization is an added advantage.
- **Personnel**
Should have internal capacity with skills in the agricultural field and experience in marketing and distribution of agricultural inputs.
Should also have experience in training farmers in use of agro-inputs.
- **Storage facility**
Should have a suitable storage facility for agricultural inputs in terms of size (holding capacity of a minimum of 50 tons of Aflasafe KE01 TM at any one time), aeration, temperature control, with a pest management plan.
- **Transport**
Should have appropriate transport system (which should include trucks).
Transport system should be well-covered and clean.

4.6 Product distribution targets:

The ideal distributor shall be expected to distribute an average of 150, 400, 700, 1200 and 2000 tons per year in year 1, 2, 3, 4, 5, respectively.
The recommended factory price is KES 135 per kg inclusive of VAT, while the recommended retail price RRP is KES 200 per kg

4.7 Duration of engagement:

The engagement shall be for a period of five years exclusive to the appointed distributor.

4.8 Assignment guarantee:

The appointed firm should invest in the product in the form of a guarantee of KES 10 million paid to KALRO valid for the period of the contract. This guarantee amount is to enable the distributor to qualify for credit sales and it is refundable at the end of the contract, and it can be negotiated as and when need be.

In case of need for negotiation a thirty day notice shall be given by either party for intention to negotiate.

4.9 Terms of payment:

The distributor can collect the product on credit payable within 30 days. The total value of the goods collected on credit shall not exceed the guarantee amount.

SECTION V: STANDARD FORMS OF CONTRACT

Annex I: Small Assignments (Lump-Sum Payments)

NOTES

1. TIME BASED PAYMENT ____ Time based fixed fee Exact duration of contract not fixed
2. LUMP-SUM PAYMENT _____ Stated fixed contract sum.

Annex II: Sample Contract for Consulting Services

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS LUMP-SUM PAYMENTS

CONTRACT

This Agreement, [hereinafter called “the Contract”) is entered into this _____ *[Insert starting date of assignment]*, by and between _____ *[Insert Client’s name]* of [or whose registered office is situated at] _____ *[insert Client’s address]*(hereinafter called “the Client”) of the one part AND _____ *[Insert Consultant’s name]* of [or whose registered office is situated at] _____ *[insert Consultant’s address]*(hereinafter called “the Consultant”) of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.
 - (ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, “Consultant’s Reporting Obligations.”
2. **Term**

The Consultant shall perform the Services during the period commencing on _____ *[Insert starting date]* and continuing through to _____ *[Insert completion date]*, or any other period(s) as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed _____

_____ *[Insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

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

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

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

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

Kshs _____ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates _____ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

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

- 5. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.
- 12. Dispute Resolution** Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

FOR THE CLIENT

FOR THE CONSULTANT

Full name; _____ Full
name; _____

Title: _____ Title: _____

Signature; _____ Signature; _____

Date; _____ Date; _____

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of 20.....

SIGNED
Board Secretary
Annex II.

Annex III: Tender-Securing Declaration Form

(To be filled only by Disadvantaged groups; women, youth and Persons with disability)

(The Bidder shall complete this Form in accordance with the instructions indicated)

Date of Bid submission:

Tender No:

To:

..... (Employer).

We, the undersigned, declare that:

1. We understand that according to your conditions, bids must be supported by a Bid -Securing Declaration.
2. We accept that we will be suspended from being eligible for bidding in any contract with the Employer for the period of time of starting on, if we are in breach of our obligation(s) under the bid conditions, because we;
 - a. Have withdrawn our Bid during the period of bid validity specified in the Bidding data sheet; or
 - b. Having been notified of the acceptance of our Bid by the Employer during the period of bid validity;
- i. Fail or refuse to execute the contract, if required, or ii. Fail or refuse to furnish the performance security, in accordance with the ITT.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - i. Our receipt of a copy of your notification of the name of the successful Bidder; or
 - ii. Twenty-eight days after the expiration of the Tender.
4. We understand that if we are a joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and if the joint venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:in the capacity of.....

Name: (Complete name of person signing this form)

Duly authorized to sign the bid for and on behalf of..... (Complete name of Bidder)

Dated.....on.....day of.....

Annex IV. Confidential Business Questionnaire

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business

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

Part _____ General:

Business Name
 Location of business premises
 Plot No. Street/Road
 Postal Address Tel. No. Fax Email
 Nature of business
 Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs.
 Name of your bankers Branch

Part 2(a) - Sole Proprietor:

Your name in full Age
 Nationality Country of origin
 Citizenship details.....

Party 2(b) - Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) - Registered Company:

Private or public

State the nominal and issued capital of the company -

Nominal Kshs.
 Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

Annex V. Manufacturer's Authorization Form

To [name of the Procuring entity]

WHEREAS[name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.