



**REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY
SERVICES TO CARRY OUT MID TERM REVIEW FOR COFFEE
PRODUCTIVITY PROJECT-AT KALRO COFFEE RESEARCH INSTITUTE
(RE-ADVERTISEMENT)**

KALRO/002/CRI/RFP/2016-17

CLOSING DATE: 21ST NOVEMBER, 2016

TABLE OF CONTENTS

	Page
INTRODUCTION -	3
SECTION I - LETTER OF INVITATION.....	3
SECTION II - INFORMATION TO CONSULTANTS.....	5
Appendix to information to Consultants	
SECTION III - TERMS OF REFERENCE.....	18
SECTION IV - TECHNICAL PROPOSAL.....	33
SECTION V - FINANCIAL PROPOSAL.....	41
SECTION VI - STANDARD FORMS OF CONTRACT.....	47

SECTION I - LETTER OF INVITATION

To:

Date: **4TH NOVEMBER, 2016**

Dear Sir/Madam,

RE: **Request for Proposal for Provision of Consultancy Services to carry out Mid Term Review for Coffee Productivity Project at KALRO-Coffee Research Institute**

1.1 The **KENYA AGRICULTURAL AND LIVESTOCK RESEARCH**

ORGANIZATION-Coffee Research Institute invites proposals for provision of consultancy services on mid-term review on *Coffee productivity project as indicated in the* terms of reference herein.

1.2 The request for proposal (RFP) includes the following documents;

- Section I - Letter of invitation
- Section II - Information to Consultants
- Section III - Terms of reference
- Section IV - Technical proposal
- Section V - Financial proposal
- Section VI - Standard Forms

1.3 On receipt of this RFP please inform us on email tenders@kalro.org stating:

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

1.4 Interested eligible candidates may obtain further information from and inspect the tender documents at Supply Chain Manager, KALRO Headquarters, Kaptagat Road, P.O.Box 57811-00200, Nairobi, or Director KALRO – Coffee Research Institute, Ruiru, during normal working hours.

- 1.5 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **KES. 1,000** in cash or Bankers cheque payable to Director General, KALRO.

Alternatively the document can be downloaded free of charge from KALRO website: www.kalro.org or www.supplier.treasury.go.ke Those who opt to download from the website will be required to immediately register their details in the tender register at KALRO Headquarters in Loresho, along Kaptagat Road, off Kangemi fly over so as to be able to receive addendum and any other correspondences there may be.

- 1.6 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 Kangemi fly over on or before **21st November, 2016 at 11.00 a.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 21st November, 2016 at 11.00 a.m.** Late bids will be rejected
- 1.7 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 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 21st November, 2016 at 11.00 a.m.**

Yours sincerely,

Manager, Supply Chain Management
FOR: DIRECTOR GENERAL

SECTION II - INFORMATION TO CONSULTANTS

Table of Contents

	Page
2.1 Introduction.....	6
2.2 Clarification and amendments to the RFP documents	7
2.3 Preparation of proposals.....	7
2.4 Financial proposal.....	8
2.5 Submission, Receipt and opening of proposals	9
2.6 Evaluation of proposals (General).....	10
2.7 Evaluation of Technical Proposals	10
2.8 Opening and Evaluation of Financial Proposals	11
2.9 Negotiations.....	12
2.10 Award of Contract	13
2.11 Confidentiality	13

SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

2.1.1 The KENYA AGRICULTURAL AND LIVESTOCK RESEARCH

INSTITUTE will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.

2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)

2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.

2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.

2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.

2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.

2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.

2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

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

2.3 Preparation of proposals

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

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

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

- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment.

An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.

- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) the individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the profiles of staff involved, contract amount and the individual consultants involvement.
- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the Financial proposal and shall not include any Financial information.

2.4 **Financial proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursables.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.

2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and opening of proposals

2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, and the original and all copies of the financial proposal in a sealed envelope duly marked “**FINANCIAL PROPOSAL**”. Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked “**DO NOT OPEN** before (*day, date and time of submission of the proposal*)

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the

proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact the procuring entity on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence the procuring entity's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria

	<i>CRITERIA</i>	<i>POINTS</i>
(i)	CV of the individual consultant	30
(ii)	specific experience of the individual consultant related to the assignment	30

(iii) adequacy of methodology and work plan	
in response to the Terms of reference	<u>40</u>
Total points	100

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST) any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the procuring entity in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$$Sf = 100 \times fm/f \text{ where}$$

Sf is the financial score
Fm is the lowest fees quoted and
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultants proposals will be ranked according to their combined technical score (st) and financial score (sf) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formulae for the combined scores shall be as follows;

$$S = ST \times T\% + SF \times P\%$$

Where

S, is the total combined scores of technical and financial scores

St is the technical score Sf
is the financial score

T is the weight given to the technical proposal and P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for the procuring entity and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual

consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the procuring entity will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the procuring entity will promptly notify the other individual consultants that they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with the procuring entity.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

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 ‘A’: **APPENDIX TO INFORMATION TO CONSULTANTS**

Note on the Appendix to Information to Consultants:

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

Clause Reference	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS
2.1.1	Name of Client: KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION- (Coffee Research Institute) Method of Selection: Quality and Cost Based Selection(QCBS)
2.1.2	The name and description of the assignment is: Provision of Consultancy for midterm review of Coffee Productivity Project at KALRO-Coffee Research Institute
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 Att; Supply Chain Manager Email; tenders@kalro.org
2.4.3	Fees Shall be in Kenyan Shillings
2.4.4	Financial Proposal validity period shall be 90days after tender closing date

Clause Reference	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS																									
2.5.3	<p>This shall be a two envelope proposal: TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate envelopes each in two copies. Marked Original or Copy as appropriate.</p> <p>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 21st November, 2016 at 11.00am</p>																									
2.5.4	<p>The 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 Kangemi fly over, on or before 21st November, 2016 at 11.00 a.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 21st November, 2016 at 11.00 a.m. Late bids will be rejected</p>																									
2.7.1	<p>(i) Mandatory Requirement-Evaluation Criteria</p> <table border="1" data-bbox="373 978 1484 1803"> <thead> <tr> <th data-bbox="373 978 505 1079">ITEM No</th> <th data-bbox="505 978 1295 1079">ITEM DESCRIPTION</th> <th data-bbox="1295 978 1484 1079">YES/NO</th> </tr> </thead> <tbody> <tr> <td data-bbox="373 1079 505 1180">1</td> <td data-bbox="505 1079 1295 1180">Company Profile (Company history, contacts and services)</td> <td data-bbox="1295 1079 1484 1180"></td> </tr> <tr> <td data-bbox="373 1180 505 1281">2</td> <td data-bbox="505 1180 1295 1281">Copy of Business Registration Certificate/ Certificate of Incorporation for the lead firm</td> <td data-bbox="1295 1180 1484 1281"></td> </tr> <tr> <td data-bbox="373 1281 505 1339">3</td> <td data-bbox="505 1281 1295 1339">Copy of valid tax compliance Certificate</td> <td data-bbox="1295 1281 1484 1339"></td> </tr> <tr> <td data-bbox="373 1339 505 1440">4</td> <td data-bbox="505 1339 1295 1440">Dully Filled in, signed and stamped business questionnaire form</td> <td data-bbox="1295 1339 1484 1440"></td> </tr> <tr> <td data-bbox="373 1440 505 1612">5</td> <td data-bbox="505 1440 1295 1612">Submission of the tender documents as per the tender instructions(No. of copies) and in the format provided</td> <td data-bbox="1295 1440 1484 1612"></td> </tr> <tr> <td data-bbox="373 1612 505 1713">6</td> <td data-bbox="505 1612 1295 1713">A letter confirming availability for immediate engagement</td> <td data-bbox="1295 1612 1484 1713"></td> </tr> <tr> <td data-bbox="373 1713 505 1803">7</td> <td data-bbox="505 1713 1295 1803">90 days Tender validity period</td> <td data-bbox="1295 1713 1484 1803"></td> </tr> </tbody> </table>		ITEM No	ITEM DESCRIPTION	YES/NO	1	Company Profile (Company history, contacts and services)		2	Copy of Business Registration Certificate/ Certificate of Incorporation for the lead firm		3	Copy of valid tax compliance Certificate		4	Dully Filled in, signed and stamped business questionnaire form		5	Submission of the tender documents as per the tender instructions(No. of copies) and in the format provided		6	A letter confirming availability for immediate engagement		7	90 days Tender validity period	
ITEM No	ITEM DESCRIPTION	YES/NO																								
1	Company Profile (Company history, contacts and services)																									
2	Copy of Business Registration Certificate/ Certificate of Incorporation for the lead firm																									
3	Copy of valid tax compliance Certificate																									
4	Dully Filled in, signed and stamped business questionnaire form																									
5	Submission of the tender documents as per the tender instructions(No. of copies) and in the format provided																									
6	A letter confirming availability for immediate engagement																									
7	90 days Tender validity period																									

Clause Reference	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS																		
	8	MUST submit 1.5% bid bond in form of bank guarantee N/B AGPO qualified consultants will not be required to submit bid bond but must submit a dully filled-in and rubber stamped Tender Security Declaration form																	
	Results																		
	Note: Only bidders that meet all the above mandatory requirement will be considered for technical evaluation.																		
2.7.3	<p>ii) Technical Evaluation Criteria</p> <p>At the technical evaluation stage, the bids will be evaluated based on the set criteria in the tender document. The technical evaluation is out of 100 marks with a pass mark of 80 marks and a 10% preference to the AGPO category.</p> <p>The technical evaluation is as appended in the table below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 65%;">CRITERIA</th> <th style="width: 15%;">SCORE</th> <th style="width: 15%;">WEIGHT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Experience of the consultancy firm related to the assignment</td> <td style="text-align: center;">30 POINTS</td> <td style="text-align: center;">30%</td> </tr> <tr> <td style="text-align: center;">1.1</td> <td> Demonstrate experience in the provision of consultancy services for related assignments in at least three organizations in the last ten (10) years. Provide duly signed contracts with contact persons, letters of reference of similar assignments in at least three organizations in the last ten (10) years. <ul style="list-style-type: none"> • 3 and above assignments- 30 Points • 2 assignments -10 Points • 1 assignment – 5 Points </td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td>Approach and Methodology</td> <td style="text-align: center;">25 POINTS</td> <td style="text-align: center;">25%</td> </tr> </tbody> </table>				CRITERIA	SCORE	WEIGHT	1.	Experience of the consultancy firm related to the assignment	30 POINTS	30%	1.1	Demonstrate experience in the provision of consultancy services for related assignments in at least three organizations in the last ten (10) years. Provide duly signed contracts with contact persons, letters of reference of similar assignments in at least three organizations in the last ten (10) years. <ul style="list-style-type: none"> • 3 and above assignments- 30 Points • 2 assignments -10 Points • 1 assignment – 5 Points 			2	Approach and Methodology	25 POINTS	25%
	CRITERIA	SCORE	WEIGHT																
1.	Experience of the consultancy firm related to the assignment	30 POINTS	30%																
1.1	Demonstrate experience in the provision of consultancy services for related assignments in at least three organizations in the last ten (10) years. Provide duly signed contracts with contact persons, letters of reference of similar assignments in at least three organizations in the last ten (10) years. <ul style="list-style-type: none"> • 3 and above assignments- 30 Points • 2 assignments -10 Points • 1 assignment – 5 Points 																		
2	Approach and Methodology	25 POINTS	25%																

Clause Reference	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS			
	2.1	<p>The firm shall give details on approach, strategies and methodology for conducting the assignment throughout the contract period.</p> <ul style="list-style-type: none"> o Site Organization for conducting the assignment – 5 points o Appropriateness of Methodology in executing the assignment as per the objectives and scope of work - 10 points <input type="checkbox"/> Work Plan and Mobilization schedule – 10 points 		
	3	Qualifications and experience of key staff for the assignment	35 POINTS	35%
	3.1	<p>The lead consultant s(Senior Expert)both individual or consultancy firm must have worked as a Consultant for at least 12 and 6 years respectively with experience in (Refer to Skills and qualifications in the TOR)</p> <ul style="list-style-type: none"> <input type="checkbox"/> PhD _ 15 points <input type="checkbox"/> Masters_ 5 points <input type="checkbox"/> He or she must have a valid professional qualification in the field of expertise– 10 points <input type="checkbox"/> Other requirements– 5 points 		
	4.	Understanding of and conformity to the ToRs and additional suggestions	10 POINTS	10%
	4.1	The consultant must demonstrate their understanding of and conformity to the terms of reference provided– 5 points		

Clause Reference	PARTICULARS OF APPENDIX TO INFORMATION TO CONSULTANTS		
	4.2	The consultant will also provide additional suggestions and proposals on the Terms of Reference and the assignment– 5 points.	
		TOTAL	100 POINTS
	<p>NOTE:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Only tenderers that obtain the minimum technical score to pass (80%) shall have their financial submissions opened. <input type="checkbox"/> The Special Interest Group (Youth, Women and People living with disability) MUST submit a valid AGPO certificate for consultancy services 		
2.10.2	Date of commencing the assignment shall be agreed at the time of signing the contract with the consultant		

SECTION III - TERMS OF REFERENCE

Notes on the preparation of Terms of Reference

The terms of reference are the initial statement to the consultants, of the services to be performed and should therefore be clear and precise and should contain the following sections;

- (a) Background information
- (b) Objectives of the assignment
- (c) Scope of work or services of the assignment
- (d) Methodology
- (e) Deliverables
- (f) Skills and Requirement
- (g) Reporting
- (h) Logistics and procedures
- (i) Alternative Scope of work
- (j) List of documents to be consulted and
- (k) Terms of payment

SPECIFIC TERMS OF REFERENCE

Mid-term evaluation of the “Coffee Productivity Project”

Contract Number FED/2013/317-945

1.0 Introduction

1.1. Background

The economic benefits from coffee farming have diminished rapidly over the past decade partly due to the rising costs of production. The high costs of production are primarily due to the high cost of chemicals (especially fungicides) for control of fungal diseases such as leaf rust. This high cost of production has led to an increasing number of farmers, both small and large scale opting out of coffee production to more lucrative enterprises. Some of these new enterprises only promise better returns for a few years and the farmers lose their expected high incomes. There has emerged a trend then to subdivide their small farms into small units that are sold for real estate development. Therefore, there has been need to urgently address the high coffee production costs and declining food security in coffee producing areas. This is a major concern to the Government of Kenya as it poses a significant barrier to the attainment of the government’s commitments towards poverty reduction as outlined in Vision 2030 and the Millennium Development Goals (MDGs).

To reduce the high cost of coffee production, Coffee Research Institute mandated to “conduct research into and investigate all issues relating to coffee in areas of production, processing and marketing, and matters ancillary thereto” has recently developed two new coffee varieties; Ruiru 11 and Batian. The two varieties are resistant to coffee berry and leaf rust diseases thereby eliminating the need for intensive chemical spraying regimes. The new varieties also save costs on machinery and equipment for spraying and also allow for planting of coffee on sloppy farm land/grounds as there would be no need for mechanization. These advantages have resulted in a high demand for planting material of the two new varieties by farmers who had abandoned coffee growing due to the high production costs. Access and availability of the planting material need therefore to be improved to improve the adoption of these two coffee varieties.

Coffee Research Institute through the European Union (EU) funding project, Coffee Productivity Project (CPP) is enhancing access to improved coffee varieties planting materials and providing technical information. The project is financed by the EU under 10th EDF and the Kenya government to the tune of Euro 2,262,656.00 (EU = Euro

2,000,000; Kenya = Euros 262,656). The project commenced on 1st July 2013 and is expected to run for a period of 48 months.

1.2. Project overview

The goal of the project is to contribute to reduction of poverty and food security in Kenya through increased income levels of coffee growers and coffee export revenues.

The overall objective of the project is to accelerate the availability of planting materials of the improved coffee varieties (Batian and Ruiru 11).

The specific objectives include:-

- i. To increase the supply of Ruiru 11 and Batian coffee varieties.
- ii. To enhance the adoption and utilization of the improved coffee varieties.

1.3. Project components and activities

To achieve the purpose of this project, the CPP focus is in three (3) main result areas:-

Result 1: Supply of planting materials of Ruiru 11 and Batian varieties from Coffee Research Institute (CRI) increased.

Result 2: Capacity of cooperative societies and private nurseries to raise coffee seedlings expanded.

Result 3: Area under smallholder and small/medium estate coffee production in both traditional and new coffee growing areas increased.

For the purpose of achieving the above result areas, various activities are being carried out.

Result Area 1

- a) Rehabilitation and expansion of CRI coffee nurseries, seed and clonal gardens in Ruiru (Kiambu county), Mariene (Meru county), Koru (Kericho county), Kitale (Trans-Nzoia county) and Namwela (Bungoma county). This aim to provide quality coffee planting materials for coffee farmers.
- b) Full utilization of the tissue culture facilities at the CRI. These facilities were established through the previous EU funding and have capacity to produce 1 million plantlets but have not been fully exploited as there lacked protocols required to multiply the Ruiru 11 and Batian coffee varieties known to be resistant

to major coffee diseases mainly Coffee Berry Disease (CBD) and Coffee Leaf Rust (CLR).

- c) Rehabilitation and effective use of rain-out shelters to enhance Ruiru 11 seed production. This aim to enhance annual production of Ruiru 11 seeds that initially only relied on rains.
- d) Construction of a new green house and renovation of existing green houses for hardening tissue culture plantlets and for seed propagation (to shorten the seedling development period from 8 to 4 months).
- e) Renovation and repair of seeds dispatch unit.

Result Area 2

- a) Provision of competitive sub-grants to cooperative societies, unions and farmers associations, and other private coffee nurseries operators. This aim to establish coffee nurseries in 34 coffee growing counties.
- b) Training of trainers (including youth & women) and sub-grantees in coffee nursery management. The training also focus on how to convert the old existing traditional coffee varieties into either Ruiru 11 or Batian through grafting/top-working.
- c) Identifying and training specialized nursery operators to wean and harden tissue culture plantlets of both Ruiru 11 and Batian produced at CRI. This aim to create capacity at CRI of producing more plantlets of improved resistant coffee varieties for coffee growers.

Result Area 3

- a) Establishment of demonstration plots/adaptability trials and Farmers Field Schools.
- b) Preparation and distribution of dissemination aids for coffee production and processing. These include radio programs, DVDs, Brochures/leaflets and Posters.
- c) Conducting farmer/stakeholder meetings in target areas.

1.4 Executing arrangements

To effectively execute the project, the Kenya Government, County Governments, EU (donor), CRI and the sub-grantees as partners are involved in different roles:-

a) European Union (donor)

The donor meets the costs of the project development which includes; project management, training, some costs for upgrading nurseries (cooperatives and private nurseries cost-share) and the execution of developmental and dissemination activities. The contributions are valued for at least 2,000,000 Euros.

b) Kenya Government

The role of the government includes maintenance of appropriate legal and policy framework, security and physical infrastructure that enable uninterrupted operation of the project. The Government of Kenya through CRI contribute towards the salaries for staff/scientists, office space at CRI and 4 out stations, farms, research facilities and laboratories. The contributions are valued for at least 262,656 Euros.

c) County Governments

The County Governments provides link to the sub grantees. They also help in supporting and sensitizing the coffee farmers to carry out coffee farming as profit making enterprise.

d) Coffee Research Institute (CRI)

The Institute undertakes its core business namely Research, Breeding (seed production), monitoring and evaluation, training of trainers for the newly established varieties and adoption in the newly opened areas. It also has the overall responsibility for the implementation of the project activities lies with the CRI.

e) Sub-grantees

The sub-grantees are mainly cooperatives and other private nursery operators. They are involved in production of seedlings, distribution, farmer training and demonstrations. These partners are foreseen to act as Service centers for the coffee value chain and give a clear opportunity of a rolling exit strategy in the long run.

The project implementation is steered and managed through the following committees:-

- i) Project Implementation Committee (PIC)
- ii) Project Technical Committee
- iii) Project coordination Committee/Office

2. Purpose and objective of the mid-term review

The purpose of the mid-term review is to assess the effectiveness of the CPP programme, its achievement and impact. The evaluation will also provide recommendations to guide the remaining implementation period of the project.

The specific midterm evaluation objectives include;

- a) To determine the overall relevance and effectiveness of the project design (the logical frame, activities and indicators among others).
- b) To determine the direct and indirect impact of the interventions vis-à-vis the overall objective.
- c) To determine the projects gaps, achievements and opportunities.
- d) To assess the effectiveness and efficiency of the current co-ordination mechanism among the implementing partners.
- e) Assess the effectiveness and efficiency of the various levels of implementation by each partner.
- f) Assess if the programme remains consistent with the new policy environment (devolved government and agricultural research restructuring).
- g) The consultant(s) is/are required to use his/her professional judgement and experience to review all relevant factors and to bring these to the attention of the project partners.
- h) Propose an exit strategy for future support in the coffee business value chain consistent with the stakeholders and in line with devolved systems in Kenya today.

3. Scope of the evaluation

The scope of the mid-term review of the CPP project includes all past and planned CPP interventions. The review is intended to provide an independent evaluation of the project from its inception on 1st July 2013 to date of the contract commencement. The Evaluation is primarily expected to give a better understanding of the programme, its operation and overall effectiveness. The evaluation will follow the Development Assistance Criteria (DAC) principles of relevance, effectiveness, efficiency, sustainability and to a limited extent impact.

The evaluation will consider the following: a)

Relevance

The relevance of the interventions made, the individual output areas and the combined programme should be addressed relative to the needs of the target groups. Evaluation questions include:

- How relevant are the interventions that have been made to the achievement of the programme's intended outcomes and impact?
- Are the outcome areas (still) relevant to the target group?
- Are there any other interventions that should have been considered?

b) Effectiveness

The effectiveness of each of the output areas should be considered as well as the extent to which each output area has contributed to the intended Programme outcome and, where possible, impact. The synergy between output areas in delivering the outcome will also need to be analyzed.

Evaluation question include:

- How effective have the Programme's interventions been in delivering the intended outcomes?

c) Impact

The impact of the programme should be considered and where possible, impacts identified. It is recognised that, in the absence of baseline data and counterfactuals, the scope for impact evaluation is limited. Evaluation questions include:

- What were the outcomes and (where possible) the impacts of the different interventions as regards different participants – male/female farmers? Youth? Different sizes of farmer?
- Has anybody been harmed? Were there any unintended outcomes and impacts?
- What has been the outcome and (where possible) impact of the interaction between the different interventions?

d) Efficiency

The efficiency with which the inputs were used to deliver outputs should be evaluated. This should include an evaluation of the efficiency and value for money of the CPP programme. Evaluation questions include:

- What has been the overall value for money?

e) Sustainability

The sustainability and replicability of the changes achieved during the project implementation need to be considered. Evaluation questions include:

- Has the Programme stimulated action from the private sector? Is there evidence of a demonstration effect?
- What factors are expected to influence the continuation of Programme benefits after the end of this funding phase?
- Should the Programme be extended beyond 2017 or, if not, what should the exit process be?

4. Methodology

The consultant will determine the evaluation methods to be used during this evaluation guided by methodological issues in Annex I. However, it is expected that the evaluation will use evaluation methods including:

- a) Case study analysis;
- b) Qualitative analysis based on interviews, focus groups, document review and review of other data sources;
- c) Quantitative analysis using monitoring data and other available data.

It is expected that the evaluation will use a range of evaluation data sources including:

- a) Review of documentation (including EU guidelines and procedures, minutes, monitoring reports, annual reports and any other material available);
- b) Review of existing national statistics and relevant publicly available information;
- c) Analysis of information on the project interventions, monitoring and reporting data of CRI;
- d) Interviews (face-to-face, by telephone, in focus groups or by other means) with key stakeholders, including representatives of EU, CRI, sub-grantees and National/County government representatives;
- e) Case study analysis of 10-15 sub-grantees, to be proposed by the consultant as representative of the programme.

f) Field visits to each of the programmes that are the subject of case study analysis. The consultant(s) may propose other methods and analytical techniques which will permit the evaluation of the impact of the programme to date.

5. Deliverables

a) Starting period

It is expected that the assignment will commence as soon as possible after the last signature of the specific contract, but not later than 15 days after signing of the contract.

b) Foreseen finishing period or duration

The duration for the assignment is 20 working days after it start up-to submission of the draft final report.

The expected overall duration of the assignment is 20 working days for the both experts for the total performance period. The overall duration shall cover desk study during the preparatory stage, consultation with relevant stakeholders and visits to the selected case studies, as well as time dedicated to prepare the draft and final reports.

The date at which the Contracting Authority formally approves or rejects the Final Evaluation report shall be considered as the end date for the purpose of this contract. The approval/rejection shall be communicated to the Consultant in writing and shall occur within 21 calendar days from the receipt of the consolidated final report.

c) Location(s) of assignment:

The two experts will be based in KALRO - Coffee Research Institute offices, Ruiru with field visits to the selected project implementers. Visits to project Implementers will be facilitated by CRI in terms of transport needs.

d) Expected deliverables:

- i) Evaluation plan;
- ii) Draft report and review
- iii) Draft report presentation and debriefing
- iv) Final midterm evaluation report.

6. Skills and qualifications

The evaluation consultant should combine expertise in:

- a) Monitoring and evaluation of complex, multi-component development programmes using quantitative and qualitative methods, including impact evaluation methods.
- b) Evaluating multi-disciplinary rural development programmes; experience of evaluations in the specific programme intervention areas is desirable.
- c) Using evaluations as a tool for lesson-learning.
- d) Evaluations in the East Africa region and a demonstrated understanding of political economy issues in the region.

- e) Generating data to demonstrate programme effects for different segments of the population (i.e. rural vs urban, women vs men, low income vs middle income, etc.).
- f) Extensive experience of log frames and theories of change would be desirable.

i) Expertise Required

Number of experts required per category and number of man-days per expert

Expert	Category	Working Days
Expert I (Team Leader)-An expert in Agriculture and Rural Development	Senior	12
Expert II – An expert in Monitoring and Evaluation	Senior	8

ii) Skills and Qualifications

Expert 1: Agriculture and Rural Development – Category I (senior expert) Skills and qualifications should include:

- Relevant academic qualification in Agriculture and Rural Development, with master’s university degree.
- Clear understanding and experience of policy issues in Agriculture and rural development in Kenya and their impacts to the livelihoods of the beneficiaries.
- Proven experience in multi partners project implementation having multi levels in geographic scope at regional level.
- A minimum of 12 years of professional experience in the domain, including experience in the conceptualisation, design, management and implementation of integrated agriculture and rural development programmes in a developing country.
- In-depth knowledge of the logical framework methodology (LFM) and the project cycle methodology (PCM).
- At least two experiences in programme evaluation in the last five years in agriculture and rural development at regional level.
- Recent experience of evaluating or participating in sector wide programmes at senior level in African countries would be an advantage
- Proven knowledge of and experience in bilateral/multilateral engagement in regional and developing countries.

- Experience in institutional audit in a developing country is an additional advantage.
- Excellent written and oral communication skills in English.
- Fluent in English and Kiswahili languages.
- Experience working on EU funded projects/programmes would be an added advantage.

Expert 2: Monitoring and Evaluation – Category II (senior expert)

Skills and qualifications should include:

- Relevant academic qualification in monitoring and evaluation, related fields with master's university degree.
- A minimum of 6 years professional experience, including experience in the conceptualisation, design, management and implementation of integrated agriculture and rural development programmes in a developing country.
- Proven knowledge of and experience in bilateral/multilateral engagement in developing countries.
- Proven ability to work in teams, both as a team leader and team member, including in multi-sectoral teams.
- Experience in the evaluation of technical assistance projects, preferably EU funded projects, particularly those under Agriculture/ food security and policy portfolio.
- Excellent written and oral communication skills in English and Kiswahili languages.
- Experience working on EU funded projects/programmes would be an added advantage.

7. Reporting

The reports must match quality standards and be in English. The text of the report should be illustrated, as appropriate, with maps, graphs and tables; a map of the project's area(s) of intervention is required (to be attached as Annex). The text size should be 12 points with standard margins. The consultant will submit the following reports:

- i) Draft final report (of maximum 40 pages, excluding annexes) using the structure set out in Annex II and taking due account of comments received from evaluation manager besides answering the evaluation questions. The draft final report should also synthesise all findings and conclusions into an overall

assessment of the project/programme. The report should be presented within 7 days from the receipt of the reference group's comments.

- ii) Final report with the same specifications as mentioned under (i) above, incorporating any comments received from the concerned parties on the draft report, to be presented within 14 days of the receipt of these comments.

The key deliverables (in English) will include;

- Draft evaluation report outlining general findings.
- Final report, three original signed/certified hard-bound copies.
- Electronic copies saved on CD/flash disks and include photos.

The midterm report assessment will be as per Annex III.

8. Logistics and procedures

The evaluation consultant will be responsible for all logistic arrangements for him/herself and members of the evaluation team. All relevant expenses should be covered by the evaluation contract budget.

9. Alternative Scope of work

The evaluation should consider the following areas:

What difference has the project made to people's lives (what, who, where, when)?

- To what degree have project outcomes been achieved? Have there been any unexpected outcomes?
- Who has benefitted (women, men, youth, vulnerable groups) and in what ways?
- Are those changes (outcomes) relevant to people's needs?
- Are they likely to be sustainable in the long term?
- Have there been any changes to policies, practices and attitudes of decision and policy makers to benefit the project's target groups?
- To what extent has the project contributed to the achievement of broader national policies?
- To what extent has the achievement of the changes/outcomes been influenced by external context and other factors?

How has this project made a difference? Approaches used by the project and implementing organisations:

- What was the overall theory of change for this project? Has it been effective in bringing about last change? Were there any gaps?
- What have been the most effective methodologies and approaches the organisation used to bring about changes to people’s lives? What has worked and what has not?
- What lessons have been learned? Who have they been shared with?
- How have the funded organizations (sub-grantee), helped or hindered the delivery of lasting change?
- How effective have the project’s management, monitoring, learning and financial systems been? How have they helped or hindered the delivery of lasting change?
- Has the project been cost effective?

Approaches used by CRI:

- How has CRI grant making policies and processes helped or hindered the delivery of lasting change?
- How has CRI’s approach to grant management (e.g. Individual work with grant holders, and learning activities with other funded organisations) helped or hindered the delivery of lasting change?
- Are there any other ways in which CRI has helped or hindered the delivery of change?

10. List of documents to be consulted

- Contract documents and annexes. • Annual and progress reports
- Minutes of PIC meetings.
- Internal M&E reports.
- KRDP documents
- KPMG Reports
- AUDITS reports from Deloitte and Touche.

11. Terms of Payment

The terms of payment will be as indicated below:

- 70% upon submission of draft report indicating 70% of work done □
- 30% upon receipt and approval of final report by the procuring entity.

ANNEXES (APPENDIX TO INFORMATION TO CONSULTANTS)

ANNEX I - METHODOLOGICAL ISSUES

The consultant should refer to the project/programme's logical framework.

The project is to be judged more from the angle of the beneficiaries' perceptions of benefits received.

A key methodological issue is whether observed or reported change can be partially or entirely attributed to the project / programme, or how far the project/programme has contributed to such change. The consultant should identify attribution / contribution problems where relevant and carry out analysis accordingly.

All conclusions are to be based on facts and evidence through clear chains of reasoning and transparent value judgements.

The evaluation report should not systematically be biased towards positive or negative conclusions. Criticism is welcome expressed in a constructive way.

ANNEX II: LAYOUT AND STRUCTURE OF THE FINAL REPORT

The final report should not be longer than 40 pages. Additional information on overall context, programme or aspects of methodology and analysis should be confined to annexes.

The cover page of the report shall carry the following text:

‘This evaluation is supported and guided by the European Commission and presented by [name of consultant]. The report does not necessarily reflect the views and opinions of the European Commission’.

The main sections of the evaluation report should be as follows:

1. EXECUTIVE SUMMARY

A tightly-drafted, to-the-point and free-standing Executive Summary is an essential component. It should be short, no more than five pages. It should focus mainly on the key purpose or issues of the evaluation, outline the main analytical points, and clearly indicate the main conclusions, lessons learned and specific recommendations.

Crossreferences should be made to the corresponding page or paragraph numbers in the main text that follows.

2. INTRODUCTION

A description of the project and the evaluation, providing the reader with sufficient methodological explanations to gauge the credibility of the conclusions and to acknowledge limitations or weaknesses, where relevant.

3. ANSWERED QUESTIONS/ FINDINGS

A chapter presenting the evaluation questions and conclusive answers, together with evidence and reasoning. The organization of the report should be made around the responses to the evaluation questions which should hinge around relevance, effectiveness, efficiency, impact and sustainability.

4. VISIBILITY

The consultants will make an assessment of the project's strategy and activities in the field of Visibility, information and communication, the results obtained and the impact achieved with these actions in both the beneficiary country and the European Union countries.

5. OVERALL ASSESSMENT

A chapter synthesising all answers to evaluation questions into an overall assessment of the project. The relevant chapter has to articulate all the findings, conclusions and lessons in a way that facilitates easy reading.

6. CONCLUSIONS AND RECOMMENDATIONS

7. ANNEXES OF THE REPORT

The report should include (but not limited to) the following annexes:

- The Terms of Reference of the evaluation.
- Evaluation methodology.
- Logical Framework matrices (original and improved/updated).
- Map of project area.
- List of persons/organisations consulted.
- Literature and documentation consulted.
- Other technical annexes (e.g. statistical analyses, tables of contents and figures).

ANNEX III - QUALITY ASSESSMENT GAUGE

This gauge is annexed to the TOR's for information to the consultant.

The quality of the final report will be assessed using the following quality assessment gauge:

1 = unacceptable = criteria mostly not fulfilled or totally absent

2 = weak = criteria partially fulfilled

3 = good = criteria mostly fulfilled

4 = very good = criteria entirely fulfilled

5 = excellent = criteria entirely fulfilled in a clear and original way

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants. The technical proposal shall be in the following format:

Table of Contents

1. Technical Proposal submission form
2. Particulars of the consultant including Curriculum vitae (CV)
3. Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
4. Description of the methodology and work plan for performing the assignment
5. Any proposed staff to assist in the assignment
6. Consultancy services activity (work) and time schedule.

(to be prepared by the consultant as appropriate)

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. PARTICULARS OF THE CONSULTANT INCLUDING CURRICULUM VITAE (CV)

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position [only one candidate shall be nominated for each position]:.....

2. Name of Expert [insert full name]:

3. Date of Birth:..... **Nationality:**

4. Education [indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:

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

5. Current Membership to Professional Associations with evidence:

.....
.....

6. Other Trainings [indicate significant training since degrees under 4 - Education were obtained]:

.....
.....

7. Countries of Work Experience: [list countries where expert has worked in the last ten years]:

.....
.....

8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

.....
.....

9. Employment Record [Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year].....: To [Year]: **Employer:**

.....

Positions held:

<p>10.Detailed Tasks Assigned [List all tasks to be performed under this assignment]</p>	<p>11.Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert’s capability to handle the tasks listed in line 11.]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location: Client:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed.....</p>
--	--

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. ANY PROPOSED STAFF TO ASSIST IN THE ASSIGNMENT

Key Personnel Details No.	Expert Designation	Name	Nationality	Summary of qualifications	General Experience	Specific Experience
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I certify that the above information is correct.

.....

(Title)

.....

(Signature)

.....

(Date)

**6. CONSULTANCY SERVICES ACTIVITY (WORK) AND TIME
SCHEDULE IN DAYS FROM THE START OF THE ASSIGNMENT**

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th
Activity (Work)															

NOTE: Client proposed number of days for the assignment is 20 days from the commencement date

SECTION V - FINANCIAL PROPOSAL STANDARD FORMS

1. FINANCIAL PROPOSAL SUBMISSION FORM

To: _____ Date: _____

[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

_____ [Authorized Signature]

_____ [Name and Title of Signatory]:

_____ [Name of Firm]

_____ [Address]

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

5. REIMBURSABLES PER ACTIVITY

Activity No: _____
 Name: _____

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 etc.				
4.	Software				
	Grand Total				<hr/>

SECTION VI - STANDARD FORMS OF CONTRACT

INDIVIDUAL PROFESSIONAL CONSULTANTS

(Lump-sum payment)

The contract form shall be completed by the procuring entity after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultants' clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS

(lump-sum payments)

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

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

_____ [insert Consultant’s name] of [or whose registered
office is situated at] ___ [insert Consultants address] (hereinafter called “the Consultant”)
of the other part.

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. Services

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

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

2. **Term**

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

3. **Payment**

A. **Ceiling**

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all 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 the
Draft report, acceptable to the Client; and

of the Kshs. _____ upon the Client's receipt
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 **DR.HARRISON.M.MUGO** 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 _____

Appendix I

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name:

.....

Location of business premises:

.....

Plot No.....

Street/Road

Postal Address Tel No. Fax

E mail

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

Part 2 (b) - Partnership

Given details of partners as follows:

Name	Nationality	*Citizenship Details	Shares
------	-------------	----------------------	--------

1.

.....

2.

.....

3.

.....

4.

.....

Part 2 (c) – Registered Company

Private or Public

.....
State the nominal and issued capital of company-

Nominal Kshs.

.....
Issued Kshs.

.....
...

Given details of all directors as follows

	Name	Nationality	*Citizenship Details
Shares			
1
2
3
4
5

Part 2 (d) - Individual Members of Joint Ventures

1. Legal status of Tenderer: *[attach copy]*
2. Place of registration: *[insert]*
3. Principal place of business: *[insert]*
4. Power of attorney of signatory of Tender: *[attach]*

We, the undersigned declare that

(a) The information contained in and attached to this form is true and accurate as of the date of Tender submission

Or *[delete statement which does not apply]*

(b) The originally submitted pre-qualification information remains essentially correct as of date of submission

Authorized Signature: _____ Name and Title of Signatory: _____ Name of Tenderer: _____

Address: _____

Date Signature of Candidate
.....

*If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, naturalization or registration.

FORM OF TENDER

FROM----- DATE -----

To: -----

RE: REQUEST FOR PROPOSAL FOR PROVISION OF CONSULTANCY SERVICES TO CARRY OUT MID TERM REVIEW FOR COFFEE PRODUCTIVITY PROJECT-AT KALRO COFFEE RESEARCH INSTITUTE

In accordance with Tender Number ----- Date-----

I/We-----

Tender an amount of Kshs.-----

In accordance with the attached tender forms / conditions of tender / schedule of requirements and in conformity with the scheduled delivery arrangements stated.

I/We understand that the Authority reserves the right to accept or reject this tender for any reason it considers justifiable.

I/We agree that the terms of this tender will remain valid for and will not be withdrawn for a period of----- days from the final date of submission of tender.

In the event of this tender being accepted within the stipulated -----days; I/We agree to provide consultancy services as indicated in this tender to be quoted delivery dates and failure on my/our part to meet these requirements constitutes a breach on contract.

Witnessed by-----

Tenderer's Name-----

Address-----

Tenderer's Signature-----

Signature of Witness-----

Tenderer's designation-----

Date-----

Full address-----

Telephone No-----

Telegraphic Address-----

Date-----

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2016 between **Kenya Agricultural and Livestock Research Organization** (hereinafter called “the Client”) of the one part and _____ (hereinafter called “the Consultant”) of the other part:

WHEREAS the Client invited tenders for certain goods and ancillary services, viz., Provision of consultancy Services and has accepted a tender by the Consultant for the provision of the services in the sum of

_____ (words) _____ [figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) The schedule of Requirements;
 - (c) The General Conditions of Contract;
 - (d) The Special Conditions of Contract; and
 - (e) The Employer’s Notification of Award and Consultants’ letter of Acceptance.

3. In consideration of the payments to be made by the Employer to the Consultant, the Consultant hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the provision of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.
5. The consultant undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

SIGNED FOR AND ON BEHALF OF KENYA AGRICULTURAL AND LIVESTOCK RESEARCH INSTITUTE

DIRECTOR-GENERAL)
)
 In the presence of:)
 _____)
WITNESS-PRINCIPAL LEGAL OFFICER)

SIGNED FOR AND ON BEHALF OF

_____)
DIRECTOR)
)
 In the presence of:)
)
 _____)
WITNESS

Tender-Securing Declaration (Mandatory for AGPO)

Date: *[insert **date** (as day, month and year)]*

Tender No.: *[insert **number of Tendering process**]*

To: *[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of *[insert **number of months or years**]* starting on *[insert **date**]*, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender 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.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or 2) Thirty days after the expiration of our Tender.

Signed: *[insert **signature of person whose name and capacity are shown**]* In the capacity of *[insert **legal capacity of person signing the Tender Securing Declaration**]* Name: *[insert **complete name of person signing the Tender Securing Declaration**]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20... **REQUEST FOR REVIEW**

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

- 1.
- 2. etc.

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

- 1.
- 2. etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary