COUNTY GOVERNMENT OF MERU

DEPARTMENT OF YOUTH AFFAIRS, SPORTS AND CULTURE

CONSULTANCY SERVICES TO CARRY OUT YOUTH TRAINING IN MODERN AGRICULTURE AND AGROBUSINESS.

TENDER NUMBER: CGM/RFP/150/2019-2020
NEGOTIATION NUMBER: 815977/2020/2021

(JUNE, 2020)
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SECTION I - INVITATION TO TENDER

TENDER NAME: CONSULTANCY SERVICES TO CARRY OUT YOUTH TRAINING IN MODERN AGRICULTURE AND AGRIBUSINESS
TENDER NUMBER. CGM/RFP/150/2019-2020 Negotiation number: 815977/2020/2021

County Government of Meru (CGM) (hereafter called “The Client”) now invites sealed proposals nationally, from eligible consultants for provision of the aforementioned services. Interested supplier may obtain further information and inspect the tender document from CGM website: http://www.meru.go.ke/ portal or Government Portal: https://tenders.go.ke.

1.1 Consultants who will be interested shall download the proposal document from the website and MUST forward their particulars immediately for recording and further clarification and addenda to procurement.finance@meru.go.ke
1.2 Completed Proposal documents must be submitted through the IFMIS Supplier Portal: supplier.treasury.go.ke as per the requirements contained in the proposal document so as to be received on or before the date and time indicated in IFMIS-(29th June 2020 @ 10.00 AM);
1.3 Prices quoted should be net inclusive of all taxes and delivery cost, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender;
1.4 Tenderers shall furnish, as part of their application a tender securing declaration form as per the tender instruction’s appendix.
1.5 The criteria stated in the appendix to instruction to tenderers will be used to evaluate the tenderers responsiveness thereby obtaining the lowest evaluated bidder;
1.6 Bidders who may experience any challenges in accessing or uploading the tender documents in the IFMIS tender portal should contact IFMIS help desk Tel (0800721477) at the National Treasury or contact Supply Chain Management Services Office situated at the County Headquarter

NOTE: The system will automatically lock out at the date & time of tender closing indicated in the IFMIS portal. Manual Submissions shall not be acceptable in this e-tendering and therefore no physical opening of the tenders.

CHIEF OFFICER YOUTH AFFAIRS
COUNTY GOVERNMENT OF MERU.
SECTION II: - INFORMATION TO CONSULTANTS (ITC)

3.02.1 Introduction

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

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

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain 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 changed 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
2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

2.3 Preparation of Technical Proposal
2.3.1 The Consultants proposal shall be written in English language

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

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

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
Consultancy services to carry out youth training in modern agriculture and agribusiness

(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
Consultancy services to carry out youth training in modern agriculture and agribusiness

(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 authorised to sign the proposals.

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

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and warning: “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”

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

2.6 Proposal Evaluation General

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

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

2.7 Evaluation of Technical Proposal

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

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

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
Consultancy services to carry out youth training in modern agriculture and agribusiness

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:-

$$S_f = 100 \times \frac{FM}{F}$$

where $S_f$ is the financial score; $FM$ is the lowest priced financial proposal and $F$ is the price of the proposal under consideration. Proposals will be ranked according to their combined technical ($S_t$) 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 of from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

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 tenderer.

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.

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.

<table>
<thead>
<tr>
<th>ITT</th>
<th>ITT Appendix</th>
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</thead>
<tbody>
<tr>
<td>2.1.1</td>
<td>- Client: County Government of Meru</td>
</tr>
<tr>
<td></td>
<td>- Method: Quality &amp; Cost Based Selection- QCBS</td>
</tr>
<tr>
<td>2.1.2</td>
<td>- Proposals submitted through the IFMIS Supplier Portal: supplier.treasury.go.ke</td>
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<tr>
<td></td>
<td>Assignment: consultancy services to carry out youth training in modern</td>
</tr>
<tr>
<td></td>
<td>agriculture and agribusiness.</td>
</tr>
<tr>
<td>2.1.3</td>
<td>- There is no pre-proposal conference</td>
</tr>
<tr>
<td></td>
<td>- Clarifications to be made as per Invitation Letter OR assistance gotten by</td>
</tr>
<tr>
<td></td>
<td>contacting the following</td>
</tr>
<tr>
<td></td>
<td>- Name of main contact: Mr. Lewis Mwirigi- Chief Officer, Youth Affairs,</td>
</tr>
<tr>
<td></td>
<td>Address: P.O Box 120-60120 Meru, Telephone/Mobile: 0721454873:</td>
</tr>
<tr>
<td></td>
<td>Email- <a href="mailto:lewismwirigi97@gmail.com">lewismwirigi97@gmail.com</a></td>
</tr>
<tr>
<td>2.1.4</td>
<td>- As per TOR if any</td>
</tr>
<tr>
<td>2.1.7</td>
<td>- NIL. Accessible electronically as per Invitation</td>
</tr>
<tr>
<td>2.2.1</td>
<td>- Clarifications to be made as per Invitation Letter</td>
</tr>
<tr>
<td>2.3.3</td>
<td>- The proposal shall be based on the number of professional staff-time</td>
</tr>
<tr>
<td></td>
<td>estimated by the consultant</td>
</tr>
<tr>
<td></td>
<td>- Proposed professional staff experience as per technical evaluation criteria</td>
</tr>
<tr>
<td>2.3.4</td>
<td>- Also as per requirements in the technical proposal</td>
</tr>
<tr>
<td>2.5.3</td>
<td>- Considered as a General Responsiveness</td>
</tr>
<tr>
<td></td>
<td>- Addresses as per Invitation Section</td>
</tr>
<tr>
<td>2.5.5</td>
<td>- Procurement Officer of the client: Director of Supply Chain</td>
</tr>
<tr>
<td>2.6.1</td>
<td>- As per the Invitation Section</td>
</tr>
<tr>
<td>2.7.1</td>
<td>- Evaluation Criteria will consider general responsiveness together with</td>
</tr>
<tr>
<td></td>
<td>criteria as shown in this appendix with the minimum technical score being</td>
</tr>
<tr>
<td></td>
<td>75%</td>
</tr>
<tr>
<td>2.8.5</td>
<td>- $T + p = I$: $T=0.80$ and $P=0.20$</td>
</tr>
<tr>
<td>2.8.7</td>
<td>- All contract variations to be processed within Section 654 of the Public</td>
</tr>
<tr>
<td>2.8.8</td>
<td>Procurement &amp; Asset Disposal Act, 2015.</td>
</tr>
<tr>
<td>2.8.9</td>
<td>- After contract formation/ signing</td>
</tr>
<tr>
<td>2.10.2</td>
<td>- As per evaluation criteria</td>
</tr>
<tr>
<td>2.12.1</td>
<td>- Mandatory Requirements of the consulting firm</td>
</tr>
<tr>
<td></td>
<td>1) Copy of current business license from Authority of the principal place of</td>
</tr>
<tr>
<td></td>
<td>business.</td>
</tr>
<tr>
<td>ITT</td>
<td>ITT Appendix</td>
</tr>
<tr>
<td>-----</td>
<td>--------------</td>
</tr>
<tr>
<td>2)</td>
<td>Copy of Valid Tax Compliance Certificate from KRA (acknowledgement receipt not accepted)</td>
</tr>
<tr>
<td>3)</td>
<td>Copy of certificate of business Incorporation/Registration</td>
</tr>
<tr>
<td>4)</td>
<td>Duly filled, signed and stamped Confidential Business Questionnaire as per standard forms;</td>
</tr>
<tr>
<td>5)</td>
<td>Duly filled, signed and stamped Form SD1 &amp; Form SD2 as per the Standard format provided in this tender.</td>
</tr>
<tr>
<td>6)</td>
<td>Duly completed, signed and stamped financial proposal.</td>
</tr>
<tr>
<td>7)</td>
<td>Copy of recent CR12 issued within the last 12 months from the date of Tender Opening for Limited Companies</td>
</tr>
<tr>
<td>8)</td>
<td>Copies of National IDs/ Passports for the Directors</td>
</tr>
<tr>
<td>9)</td>
<td>Duly Completed, Signed and Stamped tender securing declaration form by the Tenderer in the format provided</td>
</tr>
</tbody>
</table>

Evaluation Criteria (2.7.1)

- Technical Requirements

<table>
<thead>
<tr>
<th>S/No.</th>
<th>Technical Requirements</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ADEQUACY OF TOR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>EXPERIENCE/ OF THE CONSULTANT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Have successfully carried out similar assignment related to:</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>• Knowledge on modern horticultural and animal production techniques (Poultry, fish culture and dairy goats production)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Knowledge on climate smart techniques eg soil and water management, irrigation techniques, greenhouses/net houses, hydroponics, bioenergy</td>
<td></td>
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<tr>
<td></td>
<td>• Knowledge on modern post- harvest handling techniques</td>
<td></td>
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<tr>
<td></td>
<td>• Knowledge on farming as a business</td>
<td></td>
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<tr>
<td></td>
<td>• Knowledge on business plan development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Knowledge on gender mainstreaming in agriculture and agribusiness</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Knowledge on how to access information about finance, land and markets.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Knowledge on digital marketing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Attach evidence. Each assignment carries 5 marks)</td>
<td></td>
</tr>
</tbody>
</table>
### Key Professional Staff Qualifications and Competence for the Assignment

<table>
<thead>
<tr>
<th>Team Leader</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Demonstrated through signed CVs and certificates)</td>
<td></td>
</tr>
<tr>
<td>✓ Relevant Degree in agriculture or its equivalent</td>
<td>20</td>
</tr>
<tr>
<td>✓ At least five (5) years relevant professional experience</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

**Evaluators Note**

- The technical score will be Weighted out of 75%
- The financial score will be Weighted out of 25%
- Proposals will be ranked according to their combined technical (St) and financial (Sf) scores T + p = I: T=0.80 and P=0.20 in this QCBS method
SECTION III: - TECHNICAL PROPOSAL

3.1 Notes on the preparation of the Technical Proposals

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

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

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

Consultancy services to carry out youth training in modern agriculture and agribusiness 15
### 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.

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

Firm’s Name: ____________________________________________  
Name and title of signatory: ____________________________
(May be amended as necessary)

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

On the Terms of Reference:

1. 
2. 
3. 
4. 
5. 

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

1. 
2. 
3. 
4. 
5.
3.5 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
3.6 TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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<tbody>
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</tbody>
</table>

2. Support Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
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].

Consultancy services to carry out youth training in modern agriculture and agribusiness
**Certification:**

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

_________________________________________________________ Date: ________________

**[Signature of staff member]**

_________________________________________________________ Date: ________________

**[Signature of authorised representative of the firm]**

Full name of staff member: ___________________________________________________

Full name of authorized representative: _________________________________________
### 3.8 TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
<th>Number of months</th>
</tr>
</thead>
</table>

Reports Due:  

Activities Duration:  

Signature:  

(Authorized representative)

Full Name:  

Title:  

Address:  

Consultancy services to carry out youth training in modern agriculture and agribusiness
### 3.9 ACTIVITY (WORK) SCHEDULE

**(a). Field Investigation and Study Items**

<table>
<thead>
<tr>
<th>Activity (Work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
<th>11th</th>
<th>12th</th>
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<tbody>
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</tr>
</tbody>
</table>

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

**(b). Completion and Submission of Reports**

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>2. Draft Report</td>
<td></td>
</tr>
<tr>
<td>4. Interim Progress Report</td>
<td></td>
</tr>
<tr>
<td>(a) First Status Report</td>
<td></td>
</tr>
<tr>
<td>(b) Second Status Report</td>
<td></td>
</tr>
<tr>
<td>3. Final Report</td>
<td></td>
</tr>
</tbody>
</table>
SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

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

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

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

Table of Contents

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursables per activity
6. Miscellaneous expenses
1. FINANCIAL PROPOSAL SUBMISSION FORM

________________ [Date]

To: _____________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

____________ [Authorized Signature]

____________________________ [Name and Title of Signatory]:

____________________________ [Name of Firm]

____________________________ [Address]
2. SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(ies)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. BREAKDOWN OF PRICE PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity NO.:</th>
<th>Description:</th>
<th>Price Component</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reimbursables</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal</td>
<td>__________</td>
</tr>
</tbody>
</table>
### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity No.</th>
<th>Name:</th>
<th>Names</th>
<th>Position</th>
<th>Input (Staff months, days or hours as appropriate.)</th>
<th>Remuneration Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular staff</td>
<td></td>
<td>(i)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
### 5. REIMBURSABLES PER ACTIVITY

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Air travel</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Road travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Rail travel</td>
<td>Kms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Subsistence Allowance</td>
<td>Day</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### 6. MISCELLANEOUS EXPENSES

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs (telephone, telegram, telex)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>3.</td>
<td>Equipment: computers etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Software</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
### 7 SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>S/No.</th>
<th>Description</th>
<th>Price inclusive of all costs and vat</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
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<td>7)</td>
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<td></td>
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<tr>
<td>Total cost</td>
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</tbody>
</table>
SECTION V: - TERMS OF REFERENCE- TOR

1.0 INTRODUCTION

Global population is projected to reach 9 billion by 2050. The number of young people (aged 15 to 24) is also expected to increase to 1.3 billion by 2050, accounting for almost 14 percent of the projected global population. Most will be born in developing countries in Africa and Asia, where more than half of the population still live in rural areas (UNDESA, 2011). Rural youth continue to face challenges related to unemployment, underemployment and poverty. Despite the agricultural sector’s ample potential to provide income-generating opportunities for rural youth, challenges related specifically to youth participation in this sector – and, more importantly, options for overcoming them – are not extensively documented.

While agriculture plays a vital role in Africa’s economic growth and social improvement contributing the highest percentage of the workforce population (about 65%, and about 30% of GDP in most African Countries), the current trend of youth participation in the sector is on the decline (Africa Agriculture Status Report, 2015). This is largely contributed to strength of various push and pull factors based on the global economic trends that has favoured non-agricultural sector than the agricultural sector hence labour shift out of agriculture.

Kenya has a youthful rural population. This is according to the latest data from the 2019 population and housing census by the Kenya National Bureau of Statistics (KNBS) which indicated that Kenyans out of 47.6 M people, 37.5M are below 35 years with 32M living in rural areas. However, 39 % of these youth are unemployed (KNBS 2020).

For many of Kenya’s unemployed youth, agriculture presents a viable business opportunity to create a long-lasting livelihood. The agriculture sector, however, remains largely unattractive to the youth and their participation is hindered mostly by lack of access to land, improved technology, current information on farming techniques, market information, credit and markets.

2.0 BACKGROUND INFORMATION

Meru County lies to the east of Mt. Kenya whose peak cuts through the southern boundary of the county. The county has varied ecological zones ranging from upper highlands, lower highlands, upper midlands and lower midlands. This has greatly influenced the major economic activities. The county receives moderate amounts of rainfall except for the lower parts of Buuri area bordering Isiolo County which are arid. The distribution of rainfall ranges from 300mm
per annum in the lower midlands in the North to 2500mm per annum in the South East. Other areas receive on average 1250mm of rainfall annually. There are two seasons with the long rains occurring from mid-March to May and short rains from October to December. Temperatures range from a low of 8°C to a high of 32°C during the cold and hot seasons respectively.

The major economic activity in Meru County is agriculture (crop farming and livestock keeping). The total acreage under food and cash crops is 161,907 ha and 15,773 ha respectively which represents 23% and 2.3% of the total land area of Meru County (GoK, 2013). The mean value of the total household income for Meru County is 258,028 Kenyan Shilling (KES) The overall mean on-farm income is KES 97,740 per year while the overall mean non-farm and off-farm income is KES 86,576 per year (GoK, 2014).

3.0 MERU COUNTY AGRICULTURAL SECTOR CHALLENGES

Even though the County is agriculturally rich, it is facing a myriad of challenges that prevents it from attaining sustainable growth, to increase incomes and provide more employment opportunities. Farmers in Meru County experience constraints in acquiring quality potato seed which hinders their production capability resulting in lower yields. This is mainly due to the high cost and limited availability of certified seed and because stockists sell low quality seed that is not certified.

Poor quality planting materials as in the case of banana and potato and changing weather patterns have led to an increase in pests and diseases. Most of the pests and diseases are developing resistance to the commonly used pesticides thus posing a challenge to agricultural and livestock productivity.

Despite the County’s potential for irrigation, most farmers are still dependent on rain-fed agriculture and thus vulnerable to weather variability. In this sense, households are expected to adopt water-saving irrigation technologies such as drip irrigation and rainwater harvesting in order to make maximum use of rainfall for both domestic and agricultural activities.

Within the development agenda of Meru County, agriculture has been identified as one of the main pillars for economic growth and development. This is because agriculture has the capacity to absorb a large percentage of the county’s youth who are unemployed and has the potential to enter into agro-industries. “Youth participation” is understood as the increased ability for youth farmers and agripreneurs to establish sustainable and profitable market linkages. A youth
A farmer who is well trained and amenable to technology is more likely to realize higher levels of production and productivity which in turn contributes to further economic development.

There are recognized barriers to youth participation in agriculture such as: youth access to information and agricultural education; access to land; access to engagement and participation in policy dialogue; access to credit; and access to markets. There is also a need to overcome the negative perception of the sector by youth and to build on the gains which have been made over the past several years. To this end, will assist attracting young farmers and entrepreneurs to the agriculture sector.

Additionally, there is compelling evidence that most of the County’s food is produced by (ageing) smallholder farmers. These older farmers are less likely to adopt the new technologies needed to sustainably increase agricultural productivity, and ultimately feed the growing Meruan population while protecting the environment. Hence, we need to re-engage youth in agriculture. Can this be done? Yes, one way of doing this is through youth’s capacity building.

Consequently this consultancy in training youth in agriculture will provides knowledge on how this can be done. It will provide knowledge and skills on how for instance tailor-made educational programmes (such as the Junior Farmer Field and business school approach) can provide rural youth with the skills and insights needed to engage in farming and adopt environmentally friendly production methods. With some additional effort, through farmer organizations and improved infrastructure, young farmers can connect to markets to sell their often higher value food. Facilitating youth’s access to credit helps them become entrepreneurs, improving their self-esteem and the feeling that they can make a living in rural areas.

None of this will come easily. There are no silver bullets. However, the training modules that will be presented will offer a sense of hope. There are workable solutions to overcome the challenges faced by young women and men trying to engage in agriculture and earn a living in rural areas. However, when youths are empowered through capacity building and the provision of a supportive environment – youth are able to find innovative ways to create a future for themselves, and also contribute to the societies and communities in which they live through agricultural development.

In order to address the above challenges there is need to empower the youth on agriculture and agribusiness.
4.0 OBJECTIVE

The main objective of this consultancy is to establish the training gaps in youth involvement in agriculture and agribusiness and provide solutions through capacity building which will attract the youth to agribusiness in Meru County.

5.0 SPECIFICALLY, THE OBJECTIVES OF THIS TRAINING ARE:

a) To increase knowledge and skills on exports of non-traditional crops through business development strategies

b) To increase knowledge and skills on climate Change and the need for Climate Smart Agriculture

c) To impact knowledge on the importance of technology in agriculture

d) To impact knowledge and skills on participatory techniques for empowerment through Junior Farmer Field and business school

e) To enhance knowledge on the need to effectively manage pests and diseases through modern applications.

6.0 SCOPE OF WORK

i. Carry out a situation analysis

ii. Data analysis and report writing

iii. Preparation of training manual

iv. Preparation of training materials

v. Training (both theory and practical)

vi. Evaluation of students

vii. Report writing

7.0 TIMELINE

The contract will take place over duration of 6 Months. The consultant shall advice the client on any delay that affect the achievement of the objectives on time in writing. The bidder is
expected to propose the timelines for delivery of the above deliverables in the technical report and the activity work schedule.

8.0 SITUATION ANALYSIS

The consultant will carry out a survey to establish the current situation on youth involvement in agriculture and agribusiness in the County. A training needs assessment will also be carried out.

9.0 GOAL OF THE TRAINING

Against this background the goal of the training is to enhance knowledge and skills of youths in Meru County for increased productivity through adoption of agricultural technologies, innovations and management practices.

10.0 OUTPUT

- Youth trained on modern horticultural and animal production techniques (Poultry, fishiculture and dairy goats production)
- Youth will be trained on climate smart techniques eg soil and water management, irrigation techniques, greenhouses/nethouses, hydroponics, bioenergy
- Youth trained on modern post-harvest handling techniques
- Youth trained on farming as a business
- Youth (both men and women) trained on business plan development
- Youth will be trained on gender mainstreaming in agriculture and agribusiness
- Young farmers will be able to access information about finance, land and markets.
- Youth will be trained on digital marketing (Modern ICTs such as mobile phones and the Internet are appealing to rural youth and have high potential for facilitating access to information to enhance productivity on the farm; enable agricultural innovation; and provide access to financial services and markets.)

**NB:** All these training will be both theory and practicals
### 11.0 MODE OF PAYMENT AND DELIVERABLES

<table>
<thead>
<tr>
<th>S/No</th>
<th>Stage</th>
<th>Percentage payment/period</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Commencement</td>
<td>30% deposit to carry out situational analysis</td>
<td>A situational report</td>
</tr>
<tr>
<td>2.</td>
<td>60% service progress</td>
<td>40% after 10 weeks</td>
<td>Training manuals, training materials, trainees identified, training venues identified, training programmes and time tables, commencement of trainings</td>
</tr>
<tr>
<td>3.</td>
<td>100% service completion</td>
<td>30% after completion of training and submission of a report</td>
<td>Final report showing courses trained, number of participants and filled evaluation forms by participants</td>
</tr>
</tbody>
</table>
SECTION VI: STANDARD FORMS OF CONTRACT

CONTRACT FORM
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 plan and report, acceptable to the Client; and

Kshs [_____] upon the Client’s receipt of the final plan and report, acceptable to the Client.

Kshs [_____] Total

C. Payment Conditions

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

4. Project 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**

Full name: ______________________________ Full name:______________________

Title:  ____________________________________Title: _________________________

Signature;_________________ Signature:____________________

Date;____________________________________Date;_________________________

---

**FOR THE CONSULTANT**

Full name: ______________________________

Title:  ________________________________

Signature:________________________

Date;________________________
LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant’s Personnel

Appendix C: Consultant’s Reporting Obligations
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
**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:**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Location of business premises.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Plot No. Street/Road</td>
</tr>
<tr>
<td></td>
<td>Postal Address Tel No. Fax E-mail</td>
</tr>
<tr>
<td>Nature of Business</td>
<td>Registration Certificate No.</td>
</tr>
<tr>
<td></td>
<td>Maximum value of business which you can handle at any one time – Kshs.</td>
</tr>
<tr>
<td>Name of your bankers</td>
<td>Branch</td>
</tr>
</tbody>
</table>

**Part 2 (a) – Sole Proprietor**

<table>
<thead>
<tr>
<th>Your name in full</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nationality</td>
<td>Country of origin</td>
</tr>
</tbody>
</table>

- Citizenship details

**Part 2 (b) Partnership**

Given details of partners as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizenship Details</td>
<td>Shares</td>
</tr>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
</tbody>
</table>

Consultancy services to carry out youth training in modern agriculture and agribusiness
Consultancy services to carry out youth training in modern agriculture and agribusiness

| 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

<table>
<thead>
<tr>
<th>Name</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
FORM SD1


1. ..................................................of P. O. Box .......................... being a resident of .................................................. in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ............ .......................................................... (insert name of the Company) who is a Bidder in respect of Tender No. ....................... for ...........................(insert tender title/description) for .......................................( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and sub consultants have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.................................................. .................................................. ..................................................
(Title) (Signature) (Date)

Bidder Official Stamp
FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

1. ...............................................of P. O. Box ........................................ being a resident of .................................................. in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ............. ........................................ (insert name of the Company) who is a Bidder in respect of Tender No. ...................... for .............................(insert tender title/description) for .................................... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents / sub consultants will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .............................(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents / sub consultants have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .............................(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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

(Title)  (Signature)  (Date)

Bidder’s Official Stamp
FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO..............OF..............20........
BETWEEN
.......................................................APPLICANT
AND
.....................................................RESPONDENT (Procuring Entity)

Request for review of the decision of the.............. (Name of the Procuring Entity) of ..............dated the...day of ..............20...........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
**TENDER SECURING DECLARATION FORM**

Whereas ..................................................[name of the tenderer]

(herinafter called “the tenderer”) has submitted its tender dated...............[date of submission of tender] for the provision of ..............................................................

 [name and/or description of the services]

(herinafter called “the Tenderer”). ........................................................................

KNOW ALL PEOPLE by these presents that WE..........................

Of.........................................................having registered office at

[name of procuring entity](herinafter called “the Bank”) are bound unto....................

[name of procuring entity](herinafter called “the procuring entity”) in the sum of ...........

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this___________ day of 20_________.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

____________________________________________________

[signature]