



# **AGRICULTURE AND FOOD AUTHORITY**

**REQUEST FOR PROPOSAL FOR CONDUCTING A FEASIBILITY STUDY FOR THE  
PRODUCTION OF CROP BASED STARCH**

**TENDER NO. AFA/T/12/2019/2020**

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**Released date: 26<sup>th</sup> May 2020**

**Closing date: 10<sup>th</sup> June 2018**

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## SECTION I - INVITATION TO TENDER

The Agriculture and Food Authority invites sealed tenders from interested and eligible bidders for the National tender listed below;

No	Tender Number	Tender Name	Eligibility	Closing Date
1	AFA-T-12-2019 - 2020	Request for proposal for conducting a Feasibility Study for the Production of Crop Based Starch	National Open Tender	Wednesday, 10 <sup>th</sup> June 2020 at 11.30 AM

A complete set of Request For Proposal document containing detailed information may be downloaded from **Agriculture and Food Authority website: [www.afa.go.ke](http://www.afa.go.ke) and PPRA suppliers portal (PPIP) free of charge**

Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 8:00 am and 3:00 pm the Authority, Procurement Office 2<sup>nd</sup> Floor, Tea House, Naivasha Road off Ngong Road, Nairobi.

Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender. Completed bid documents are to be enclosed in plain sealed envelopes, marked with the **tender number** and **name** and be deposited in the Tender Box located at the reception - Tea House or Addressed to:

**The Director General**  
**Agriculture and Food Authority**  
**Tea House, Naivasha Road, off Ngong Road**  
**P. O. Box 37962 - 00100**  
**NAIROBI**

so as to be received on or before **Wednesday, 10<sup>th</sup> June 2020 at 11.30 a.m.** Late Tenders will be rejected.

Tenders will be opened a day after closing date on 11<sup>th</sup> June 2020 same time to allow quarantine of the documents and appropriate sanitization to reduce spread of COVID 19.

To limit the number of bidders/representatives who wish to witness the opening ceremony the tenders will be opened at intervals for each category.at the Agriculture and Food Authority Headquarters Tea House conference hall ground floor.

**For further inquiries, please call: Cell: 254 722 200556 or 254 734 600994 email: info@afa.go.ke**

**DIRECTOR GENERAL**

## **SECTION II: - INFORMATION TO CONSULTANTS (ITC)**

### **2.1 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, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the AFA – Supply Chain Department regarding any information that they may require before submitting a proposal. 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 AFA 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 AFA employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 Tender price to be charged for the tender document shall not exceed Kshs.1000
- 2.1.8 The Authority 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". AFA 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 AFA 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. AFA 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 majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate inter alia, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) **CVs recently signed by** the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

**2.3.5** The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in **Kenya Shillings**.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 120 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 Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

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

**2.5.3** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, tender **title** 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 AFA 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 Authority 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 conclude



## EVALUATION CRITERIA

### Mandatory Requirement

#### Stage 1: Mandatory Requirements (MR)

The following Mandatory Requirements must be met notwithstanding other requirements in the document

No.	CRITERIA	YES/NO
<b>No</b>	<b>Requirements</b>	
<b>MR 1</b>	Provide a copy of the company's Certificate of Incorporation/ Registration	
<b>MR 2</b>	Provide copy of the company's current Tax Compliance issued by Kenya Revenue Authority (KRA) valid up-to at least the date of tender opening	
<b>MR 3</b>	Submit a copy of company CR12 or CR13 issued by registrar of companies	
<b>MR 4</b>	Provide a fully filled Confidential Business Questionnaire as provided in the Tender Document	
<b>MR 5</b>	Attach audited financial statements for the last two years of 2018 & 2019 Copies of audited financial statements incorporating balance sheet (statements of financial position), profit and loss accounts (statements of comprehensive income), and cash flow statements for any consecutive two years of the last three years (2019, 2018, 2017) prepared in accordance with International Financial Reporting Standards and incorporating audit opinions issued	
<b>MR 6</b>	Must fill the Anti-corruption in the format provided	
<b>MR 7</b>	Must fill the Debarment in the format provided	
<b>MR 8</b>	Completed tender document serialized/ paginated from the first to the last page	

#### Evaluation of Technical Proposal

The evaluation committee appointed by the Authority shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference and as per the Technical evaluation criteria below;

## Compliance with the Technical Requirements

1	<b>Experience of the firm/consortium of consultants in undertaking similar work and/or training for a value addition project for</b>	Max. Score	Score
	Experience of the Consultant/Firm – Demonstrated proof of consultancy in manufacturing process design or process improvement in the food sector in the past three years Attach fully signed contracts/LSOs/contracts.	<b>20</b>	
2.	<b>Qualification and experience of the key personnel/consultants to undertake the assignment. 60Marks</b>		
a.	<b>TEAM LEADER</b> A Technical degree from a recognized university. <b>5 Marks</b> At least 5-year experience in agricultural produce processing in Kenya/East African region. <b>10 Marks</b> He/she must have experience in starch processing gained with a reputable manufacturer for a period not less than 3 years in a senior operational role; <b>6 Marks</b> He/she must have knowledge in packaging technology or experience gained with a reputable manufacturer for a period not less than 3 years; <b>6 Marks</b> Must have membership to a pertinent professional/industrial association dealing with food/processing. <b>5 Marks</b> He/she must demonstrate knowledge in the food (grain or tubers) value chains in the East African region with solid expertise in postharvest handling technology. <b>6 Marks</b>	<b>38</b>	
b.	<b>Team Member 1 Technical degree</b> Industrial chemistry/Food science or similar course		
	<b>Experience</b> – At least three years’ extensive experience in starch processing and Packaging Industry. <b>6 Marks</b> Must have at least 6 years’ experience in starch manufacturing environment. <b>12 marks</b> Must have solid knowledge in food safety management and experience of at least 2 years in grain milling acquired in a reputable organization. <b>4 Marks</b>	<b>22</b>	
	<b>ADEQUACY OF THE PROPOSED METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE</b>		
3.	Technical approach and methodology.	<b>10</b>	
4.	Work plan: approach to tackle the objectives including completion of each milestone.	<b>10</b>	
	<b>TOTAL MARKS</b>	<b>100</b>	

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.

Only bidders who score 70% and above will be subjected to the Financial Evaluation.

## **2.8 Public Opening and Evaluation of Financial Proposal**

- 2.8.1 After Technical Proposal evaluation, The Authority shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered Non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The AFA 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. AFA 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.

### **Financial Evaluation Criteria**

The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$S_f = 100 \times \frac{F_m}{F}$  where  $S_f$  is the financial score;  $F_m$  is the lowest priced financial proposal and  $F$  is the price of the proposal under consideration.

### **2.8.5.1 Combined Technical and Financial Scores**

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 who participated 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 Authority 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 authority 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 A - 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**

2.1 The name of the Client is: **AFA (Agriculture and Food Authority)**

2.1.1 The method of selection is: **QCBS - Technical 0.8 and Financial 0.2**

2.1.2 Technical and Financial Proposals are requested in different envelopes but in one outer cover envelope: Yes

The name, objectives, and description of the assignment:

2.1.3 A pre-proposal conference will be held: NO

The name(s), address (es) and telephone numbers of the Client's official(s) are:

2.1.6 Your quote should include all relevant statutory obligations e.g. VAT

2.1.7 Consultants must submit one original proposal and a copy. Both Technical and Financial Proposals

2.1.8 The proposal submission address is:

Agriculture and Food Authority (AFA)  
Head Office: Tea House, Naivasha Road, Off Ngong, Road  
P. O. Box 20064 - 00200

### **Nairobi- Kenya**

be deposited in the Tender box located at the reception of the Tea House on or before Wednesday, 10<sup>th</sup> June 2020 at 11.30 a.m

1.1.9 Proposals must be submitted not later than the following date and time:  
**Wednesday, 10<sup>th</sup> June 2020 at 11:30 am**

2.1.10 The minimum technical score required to pass is **70%**

2.1.11 The weights given to the Technical and Financial Proposals are:  
T=80% (Technical)

P=20 %( Financial)



2.1.12 Your proposal must indicate your delivery period. The Organization expects that the assignment can cover a period of 3 months.

### **2.8.5 Evaluation of Financial Proposals**

The formula for determining the financial score (SF) shall be as follows

$$\mathbf{SF = 100 \times FM/Ff}$$

Where:

SF: Financial Score

Fm: Lowest quoted fee

Ff: Fees of the proposal under consideration

### **COMBINED TECHNICAL AND FINANCIAL SCORE**

The individual Consultant's proposals will be ranked according to their combined Technical Score (ST) and Financial Score (SF). The Formulae for the combined scores shall be as follows:

$$\mathbf{S = ST \times T\% + SF \times P\%}$$

Where:

S: Total Combined Scores of Technical and Financial Scores

ST: Technical Score

SF: Financial Score

T: Weight given to the Technical Proposal

P: Weight given to the Financial Proposal

**Note: P + T = 1**

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

The weight given to the Technical and Financial Proposals are:

$$\mathbf{T = 0.8}$$

$$\mathbf{P = 0.2}$$

## **SECTION III: TERMS OF REFERENCE**

### **TERMS OF REFERENCE FOR REQUEST FOR PROPOSAL FOR CONDUCTING A FEASIBILITY STUDY FOR THE PRODUCTION OF CROP BASED STARCH**

#### **3.1 INTRODUCTION.**

East Africa has various sources of starches, but there has not been a comprehensive study in the region aimed at profiling starches on the East African market. This lack of information has disadvantaged the exploitation of locally available botanical starch crops in the production of starch for utilization in the sub region resulting in the continuous importation of starches. This is expensive, resulting in an increased cost of production for food and non-food industrial products that utilize starch as an input. Application of starch in various products and manufacturing processes is primarily determined by its functional properties such as gelatinization, pasting, etc.

Starch from both cassava and maize are utilized in similar production processes, i.e in the paper, printing, packaging, textile and food industries but maize starch dominates the market. Virtually all maize starch is first imported into Kenya and then distributed within the East African sub region.

#### **3.1.1 PURPOSE OF THE ASSIGNMENT.**

Explore the possibility of producing industrial starch locally (in Kenya) at cottage /industry level using grains/tubers/root crops that are produced locally or imported at low cost for the purpose.

#### **3.1.2 PROBLEM STATEMENT.**

Starch is a key component in some industrial processing especially for food and textile industries in Kenya. National statistics indicate that virtually all the starch is imported into the country for this purpose. In the near past, there have been industries that processed the starch, but most have since closed operations.

Production of industrial starch at cottage level is an option that the Food crops directorate considers worth exploring. There is need however to look into the cost-benefit analysis of the venture and undertake a comparative analysis to determine the competitiveness of such a venture vis –a vis imports.

The government has a drive to encourage youth and women to get more involved in Agriculture and Agribusiness. Mainstreaming Cottage industry processing for a product with an outright market in the East African region is one way to encourage and facilitate these groups to participate in agriprocessing and assist the government achieve its targets in the various economic blueprints. Hand in hand with this, is the need to explore possibilities of utilizing the locally grown grains/roots/tubers as a pull strategy to encourage growing of the targeted crops with improved earnings.

Eventually, this initiative will play a key role in the advancement of the sector, providing varied options for income and increase earnings for all players along the targeted value chains.

### **3.1.3 OBJECTIVES OF THE FEASIBILITY STUDY**

1. To document and advise on the current state of starch utilization and production/supply in Kenya.
2. Review the full breath of possibilities for production technologies (hardware and software) and advice on the feasibility of processing of industrial starches locally at cottage and at larger scales.
3. Advice on the technologies that can be used to package and transport starch to ensure that the quality of the produce is sustained.
4. Advise on the scope of entrepreneurs to be considered for incubation into the project, conceptualize a training module and develop manuals.

### **3.1.4 PRODUCT SECTORS UNDER CONSIDERATION.**

- Crop-based starch

### **3.2 TERMS OF REFERENCE.**

1. To document the current state of starch utilization and production/supply in the country:
  - Establish the current local processors of starch, their production technology, the raw materials used and their production levels.
  - Document successes and challenges of major processors who have previously ventured into this business.
  - Establish the current importers, their import levels and countries of origin.
  - Establish the major industrial and consumer markets that utilize starches in the country and within the East African region.
2. Review the full breath of possibilities for production/processing of starch at cottage and industrial (large scale) levels:
  - Document the production technologies and hardware used by countries that export to Kenya.
  - Profile the crop produce grown in Kenya that can be utilized for production of starch based on their starch content and extractability.
  - Advise on the appropriate processing technology that can be utilized for production of industrial starches including the machinery, equipment, software, processes, etc at various levels/capacities.
  - Develop a cost structure for starch produced locally to gauge its competitiveness against imports.
  - Establish the feasibility of utilizing imports of grains/tubers/root crops to bridge periods of scarcity of local produce (raw material).

3. Advice on the packaging and transportations technologies that can be utilized to ensure produce quality is maintained.
4. Advise on the scope of youth and local processors that can be considered for incubation into the project.
5. Develop a training module and manuals to deliver solid knowledge, understanding, skills and experiences that will unlock a sustainable value chain for starch processing.

### **3.2.1 APPROACH AND METHODOLOGY.**

1. Desk review.
2. Data mining.
3. Field visits and targeted Interviews

### **3.2.2 EXPECTED OUTCOMES.**

1. A detailed situational analysis for local starch production, processing, utilization (markets), trading (import and exports) in Kenya.
2. A detailed report with pragmatic recommendations on the feasibility of production of industrial starch at cottage level utilizing local crop-based produce and low cost imports.
3. Models for starch processing - at different levels (cottage and industrial).
4. A training module to mainstream youth/local processors participation in starch processing.

### **3.2.3 DURATION OF THE ASSIGNMENT**

The assignment will be carried out between June and September 2020.

### **4.0 Timelines.**

The assignment is expected to take a period of **THREE (3)** months immediately after contract signing.

## **SECTION IV: - TECHNICAL PROPOSAL**

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 consultants 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.

1.

**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.....

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

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

## 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].

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

We remain,

Yours sincerely,

\_\_\_\_\_ [Authorized Signature]:

\_\_\_\_\_ [Name and Title of Signatory]

\_\_\_\_\_ [Name of Firm]

\_\_\_\_\_ [Address:]



### 3. FIRM'S REFERENCES

#### Relevant Services Carried Out in the Last Three Years

#### That Best Illustrate Qualifications

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

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

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

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

**6. TEAM COMPOSITION AND TASK ASSIGNMENTS**

**1. Technical/Managerial Staff**

Name	Position	Task

**2. Support Staff**

Name	Position	Task

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

Proposed Position:

---

Name of Firm:

---

Name of Staff:

---

Profession:

---

Date of Birth:

---

Years with Firm: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional Societies:

---

---

Detailed Tasks Assigned:

---

---

**Key Qualifications:**

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

---

**Education:**

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

---

**Employment Record:**

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

---

**Certification:**

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

\_\_\_\_\_  
Date: \_\_\_\_\_  
[Signature of staff member]

\_\_\_\_\_  
Date; \_\_\_\_\_  
[Signature of authorized representative of the firm]

Full name of staff member:  
\_\_\_\_\_

Full name of authorized representative:  
\_\_\_\_\_

**8. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

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

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 9. ACTIVITY (WORK) SCHEDULE

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

[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)

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

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

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

**SECTION V: - 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 down to be clearly understood by the Authority.
- 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

**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

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

## 3. BREAKDOWN OF PRICE PER ACTIVITY

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

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____				
Name: _____				
Names Amount	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	
Regular staff				
(i)				
(ii)				
Consultants				
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 _____ _____				
2.	(telephone, telegram, telex)				
3.	Drafting, reproduction of				
4.	reports				
	Equipment: computers etc.				_____
	Software				-
	Grand Total				

**SECTION VI: STANDARD FORMS**  
**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. ....(**Attach Copy**)

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

Name of your bankers .....

Branch .....

KRA Tax Compliance Certificate.....(**Attach copy**)

Business Permit No..... (**Attach copy**)

**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.	.....	.....	.....	

## CONTRACT

This Agreement [hereinafter called "the Contract"] is entered into this \_\_\_\_\_  
[Insert starting date of assignment], by and between

\_\_\_\_\_  
[Insert Client's name] of [or whose registered office is situated at]  
\_\_\_\_\_  
[insert Client's  
address](hereinafter called "the Client") of the one part AND

\_\_\_\_\_  
[Insert Consultant's name] of [or whose  
registered office is situated at]  
\_\_\_\_\_  
[insert Consultant's  
address](hereinafter called "the Consultant") of the other part.

WHEREAS, the Client wishes to have the Consultant perform the Services [hereinafter referred to as "the Services", and

WHEREAS, the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.
  - (ii) The Consultant shall provide the reports listed in Appendix B, "Consultant's Reporting Obligations," within the time periods listed in such Appendix and the personnel listed in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

**2. Term** The Consultant shall perform the Services during the period commencing \_\_\_\_\_[Insert start 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 a ceiling of \_\_\_\_\_ [Insert ceiling 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. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph (B) below and of the reimbursable expenditures as defined in sub-paragraph (C) below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Appendix C, "Cost Estimate of Services, List of Personnel and Schedule of Rates".

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses which shall consist of and be limited to:

- (i) normal and customary expenditures for official road and air travel, accommodation, printing and telephone charges; air travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;
- (ii) Such other expenses as approved in advance by the Client's coordinator.

D. Payment Conditions.

Payment shall be made in Kenya shillings unless otherwise specified not later than thirty {30} days following submission 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 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.

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

#### **4. Project Administration**

A. Coordinator

The Client designates \_\_\_\_\_  
[Insert name] as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices

**(ii)**

for payment and for acceptance of the deliverables by the Client.

B. Timesheets.

During the course of their work under this Contract, including field work, the Consultant's employees

Providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension and for a period of three months thereafter.

#### **5. Performance Standard**

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 or 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 Subcontract any portion thereof 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 this 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; .....

Title.....

Signature.....

Date.....

**FOR THE CONSULTANT**

Full name.....

Title: .....

Signature; .....

Date; .....

**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 Authority*) 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

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

I, ..... 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 /subcontractors 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 /subcontractors 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 corrupt practice with other bidders participating in the subject tender
- 5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED  
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL  
ACT 2015.**

I, ....., of Post Office 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 subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

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

(Title)

(Signature)

(Date)

Bidder Official Stamp