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TENDER DOCUMENT

FOR

**REQUEST FOR PROPOSAL FOR BASELINE SURVEY ON
DAIRY MARKETS AND ENTERPRISES COMPLIANCE TO
SAFETY AND QUALITY REQUIREMENTS IN KENYAS DAIRY
INDUSTRY**

TENDER NO. KDB/S/204/3/18

SEPTEMBER 2018

TABLE OF CONTENTS

	Page
INTRODUCTION	3
SECTION I - LETTER OF INVITATION	4
SECTION II - INFORMATION TO CONSULTANTS.....	6
- APPENDIX TO INFORMATION TO CONSULTANTS.....	12
SECTION III - TERMS OF REFERENCE.....	13
SECTION IV - TECHNICAL PROPOSAL.....	16
SECTION V - FINANCIAL PROPOSAL.....	17
SECTION VI - STANDARD CONTRACT FORM.....	18

INTRODUCTION

Kenya Dairy Board is a statutory agency established under the Dairy Industry Act Cap 336 of the Laws of Kenya. It's mandated to provide for the improvement and control of the dairy industry and its products. Among the functions of the Board relating to its regulatory functions include consumer assurance for quality and safety of marketed dairy produce.

In this regard the Board conducts routine and random market surveillance on the quality of marketed dairy produce from all consumer outlets. In addition, the Board supports milk dealers to comply with the various standards regarding dairy produce by addressing concerns that would otherwise contribute to non-conformances to quality and safety of marketed milk.

While it is clear that the industry is faced with numerous challenges relating to attaining all requirements for compliance, there is need to determine the extent at which businesses and dairy produce comply with these requirements. Various factors contribute to compliance attainment and include dairy produce quality and safety specifications, the operating environment of business establishments, sanitary requirements of personnel handling milk and milk products, handling, transportation and storage of milk and milk products, certification and licensing of businesses operations and quality records management process.

In addition, enterprises support and improvement programs aimed at rectifying non-compliances identified during inspection undertakings determine the likelihood of a low significant outcome degenerating into a high-risk outcome that may compromise on consumer safety.

The Board seeks to identify the extent at which businesses and dairy produce comply to established requirements for purposes of informing its actions within the regulatory scope. At the same time, the study will seek to identify key risk areas that inspection procedures should focus on for purposes of ensuring regulatory functions are adequately addressing consumer safety concerns. The survey will also highlight and determine the extent at which various compliance related factors are meeting the established requirements and advise on action required in the current, short and long-term considerations.

The Board will use the established outcomes to plan for activities in the current operational period and develop milestones to determine whether the factors that determine compliance are adequately addressed.

SECTION I - LETTER OF INVITATION

To [name and address of consultant]

Date

Dear Sir/Madam,

1.1 The Kenya Dairy Board invites proposals to conduct a baseline survey on dairy markets and enterprises compliance to safety and quality requirements in Kenya's dairy industry.

More details of the services are provided in the terms of reference herein.

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

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

1.3 On receipt of this RFP please inform us

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

Yours sincerely,

MANAGING DIRECTOR

Table of Contents

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

SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The Kenya Dairy Board will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)
- 2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.
- 2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.
- 2.1.5 The client will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.
- 2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity is not bound to accept any of the proposals submitted.
- 2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

- 2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to the procuring entity's address indicated in the special conditions of contract. The procuring entity will respond by post, fax or email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all individual consultants invited to submit proposals.
- 2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

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

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

2.3 Preparation of proposals

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

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

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

- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

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

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

2.4 Financial proposal

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents.

The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary, which will be considered as reimbursable.

- 2.4.2 The Financial proposal should include the payable taxes.
- 2.4.3 The fees shall be expressed in Kenya Shillings.
- 2.4.4 The Financial proposal must remain valid for 90 days after the submission date. During this period the individual consultant is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period. If the procuring entity wishes to extend the validity period of the proposals, the consultants who do not agree, have the right not to extend the validity of their proposals.
- 2.4.5 The financial proposal must comply with the law governing the profession of the consultant.

2.5 Submission, Receipt and opening of proposals

- 2.5.1 The technical proposal and the financial proposal (if required) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initiated by the individual consultant.
- 2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal and Financial proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", and the original and all copies of the financial proposal in a sealed envelope duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked "**DO NOT OPEN before *Wednesday, 26th September 2018 at 10.30am***".
- 2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.
- 2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time opening the

Outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

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

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

2.7 Evaluation of Technical Proposals

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

	<u>CRITERIA</u>	<u>POINTS</u>
(i)	CV of the individual consultant	30
(ii)	specific experience of the individual consultant related to the assignment	30
(iii)	adequacy of methodology and work plan in response to the Terms of reference	<u>40</u>
	Total points	100

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

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

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the procuring entity shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, the

Procuring entity shall simultaneously notify the consultants who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the procuring entity for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

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

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

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

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

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

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

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

Where

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

St is the technical score

Sf is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

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

2.9 Negotiations

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

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

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

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

2.10 Award of Contract

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

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

2.11 Confidentiality

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

Appendix to instructions to consultant

Clause																						
A. SUBMISSION OF TENDERS																						
2.5.3	Proposals shall be addressed to: Managing Director, Kenya Dairy Board, NSSF Building, Block A, Eastern wing, 10th Floor, P.O Box 30406-00100, Nairobi.																					
2.5.3	Tenders shall be deposited in the tender box for Kenya Dairy Board at NSSF Building, Block A Eastern wing, 10th Floor,																					
2.5.4	The deadline for tender submission is 26th September, 2018 at 10.30am																					
B. EVALUATION																						
2.8.1	<p>TENDER EVALUATION CRITERIA After proposal opening, the tenders will be evaluated in 3 stages, namely:</p> <ol style="list-style-type: none"> 1. Technical evaluation; 2. Financial Evaluation; and 3. Recommendation for Award <p>Technical Evaluation</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 75%;">Activity</th> <th style="width: 20%;">Score</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">I.</td> <td> <p>Mandatory Requirements</p> <ul style="list-style-type: none"> ▪ Certificate of Incorporation/Registration, ▪ CR12 for Limited Companies ▪ Copies of Tax Payer Registration (PIN/VAT), ▪ Valid Tax compliance certificate ▪ Provide company profile with firm's background, physical address, telephone contacts, facilities, organizational structure, directors and products and services provided. ▪ attaching audited accounts for the last (2) two years.(2016&2017) <p><i>Bids that do not contain all the above mandatory items will be declared non responsive and shall not be evaluated further.</i></p> </td> <td style="text-align: center;">YES/No</td> </tr> <tr> <td style="text-align: center;">II.</td> <td> <p>CV of individual staff</p> <p>Key Personnel to be engaged in the assignment – this section should include comprehensive curriculum vitae (CVs), maximum of 3 pages, of key personnel that will be assigned to provide the consultancy service, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the ToR. In compliance to this section, the firm affirms that the personnel being nominated are competent and available for the contract.</p> </td> <td style="text-align: center;">30%</td> </tr> <tr> <td style="text-align: center;">III.</td> <td> <p>Specific experience of the Firm in relation to the assignment.</p> <ul style="list-style-type: none"> ▪ Provide evidence of minimum (3) three successfully completed contracts of similar nature within the last five years. ▪ Provide reference letters and contact details of 5 (five) corporate clients. </td> <td style="text-align: center;">30%</td> </tr> <tr> <td style="text-align: center;">IV.</td> <td> <p>Adequacy of methodology and work plan in response to TOR</p> <p>This section should demonstrate the firm's response to the Terms of Reference (ToR) by identifying the specific components proposed, how the requirement shall be addressed and demonstrating how the proposed methodology and overall approach meet and exceeds TOR specifications.</p> </td> <td style="text-align: center;">40%</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: center;">100%</td> </tr> <tr> <td colspan="2">Total minimum score is 70%</td> <td></td> </tr> </tbody> </table>	No.	Activity	Score	I.	<p>Mandatory Requirements</p> <ul style="list-style-type: none"> ▪ Certificate of Incorporation/Registration, ▪ CR12 for Limited Companies ▪ Copies of Tax Payer Registration (PIN/VAT), ▪ Valid Tax compliance certificate ▪ Provide company profile with firm's background, physical address, telephone contacts, facilities, organizational structure, directors and products and services provided. ▪ attaching audited accounts for the last (2) two years.(2016&2017) <p><i>Bids that do not contain all the above mandatory items will be declared non responsive and shall not be evaluated further.</i></p>	YES/No	II.	<p>CV of individual staff</p> <p>Key Personnel to be engaged in the assignment – this section should include comprehensive curriculum vitae (CVs), maximum of 3 pages, of key personnel that will be assigned to provide the consultancy service, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the ToR. In compliance to this section, the firm affirms that the personnel being nominated are competent and available for the contract.</p>	30%	III.	<p>Specific experience of the Firm in relation to the assignment.</p> <ul style="list-style-type: none"> ▪ Provide evidence of minimum (3) three successfully completed contracts of similar nature within the last five years. ▪ Provide reference letters and contact details of 5 (five) corporate clients. 	30%	IV.	<p>Adequacy of methodology and work plan in response to TOR</p> <p>This section should demonstrate the firm's response to the Terms of Reference (ToR) by identifying the specific components proposed, how the requirement shall be addressed and demonstrating how the proposed methodology and overall approach meet and exceeds TOR specifications.</p>	40%			100%	Total minimum score is 70%		
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2.10.2	Date of commencement will be agreed with the procuring Entity																					

SECTION III - TERMS OF REFERENCE (TOR)

1. Background information

Kenya Dairy Board (KDB) is a statutory body currently established through an Act of Parliament (Dairy Industry Act Cap 336 of the Laws of Kenya) with the main objective being to provide for the improvement and control of the dairy industry and its products. The core functions of Kenya Dairy Board include to organize, regulate and develop the efficient production, marketing, distribution and supply of dairy produce, improve the quality of dairy produce and regulating and controlling the manufacture of any form of dairy produce.

The Board has its Headquarters Nairobi and Regional Offices in Nairobi, Mombasa, Kisumu, Nakuru, Baringo, Nyandarua, Uasin Gishu, Nandi, Transzoia, Kakamega, Kisii, Kericho, Narok, Nyeri, Embu, Tharaka Nithi and Meru and Mombasa Counties.

The key mandate of the Board is to regulate the Kenyan Dairy Industry. To achieve this mandate, the Board develops standards of milk and milk products in collaboration with Kenya Bureau of Standards and other industry stakeholders, carries out surveillance activities on milk quality by sampling and testing milk and milk products, undertaking inspections of all milk handling premises, training milk handlers, and developing regulations governing milk handling to ensure compliance to quality and safety standards. In addition, the Board enforces the relevant dairy regulations to safeguard the consumers against unsafe dairy produce while at the same time ensuring that the dairy markets and enterprises trade within a set of laid down regulations to ensure fair businesses.

During the board's operational undertaking, various programs have been instituted to guide compliance and support the industry. Key amongst the undertakings include conducting biannual surveys on marketed milk products, routine premise and enterprise inspections, training programs to build capacity for compliance and licensing and advisory services. In order to effectively address the concerns arising from non-compliance, the board has been putting in place programs to address the risks that would compromise the safety of marketed dairy produce. The premise and business inspection procedures are detailed to give attention to areas that are most likely to compromise on quality and safety of dairy produce. However, the Board has identified the need to pay attention to critical areas that have the greatest impact on affecting compliance to quality and safety requirements of businesses and dairy produce.

2. Objective of the assignment

Article 43(1a) of the Constitution guarantees every Kenyan a right to the highest attainable standard of health, which includes the right to safe food. The Board has the regulatory objectives of promoting compliance to milk quality and safety standards, protecting consumers from harmful

milk and milk products, promoting fair competition and trading practices and promoting domestic and international trade.

The manifestation of quality and safety problems to the extent and degree at which they affect compliance is an important consideration to be addressed in order to develop effective tailor-made intervention programs to address consumer safety.

The Board recognizes that there are various threats that lead to non-compliance to quality and safety requirements in the dairy industry. These threats arise from the poor milk handling practices common among the milk traders, which include:

- Poor environmental hygiene
- Adulteration and contamination of dairy produce
- Use of non-food grade containers
- Handling, transportation and storage of milk and milk products.
- Testing, acceptance and documentation of quality requirements and
- Premise and establishment inspection and advisory programs

In order to effectively address the interventions aimed at addressing compliance, the Board needs to critically evaluate the extent at which various factors contributing to non-compliance affect concerns relating the safety of marketed dairy produce. In particular, there is need to prioritize those factors in relation to their significance on safety of dairy produce. Continuous monitoring of these factors will determine which interventions will be placed at each step of the value chain for the development of the dairy industry.

3.Scope of work of the assignment

In order to effectively address the market related factors affecting the safety of dairy produce, the Board seeks to critically evaluate various factors that contribute to non-compliances in regard to quality and safety requirements. The assignment will focus on all the dairy enterprises and market agencies. At the same time, the correlation between those factors and the safety of dairy produce will be established.

Sample enterprises will be determined from the entire population of actors namely the milk producers, milk bars, milk dispensers, cottage industries, mini dairies, collection centers, transporters and processors. Finished dairy produce establishments will also be sampled to have a thorough scope of the milk market value chain.

At the same time, critical factors will have to be considered to evaluate sources of non-compliances. These factors will include the enterprise environment, personnel, handling facilities and equipment, licensing and certification and vending process. The factors will then be rated in relation to the significance and extent at which they contribute to safety of dairy produce. Thereafter, prioritization will be determined and possible interventions identified based on their

risk potential. The assignment will also evaluate the critical quality and safety parameters for dairy produce alongside the determination of other physical attributes relating to compliance. This will be undertaken through dairy produce sampling and analytical analysis based on determined quality and safety parameters.

4. Training requirements

Trainings will not be applicable but review meetings will take place between the consultant and the national school milk policy committee.

5. Reporting systems and time schedules

The assignment is expected to be undertaken within the four weeks after contract award and thereafter a report generated and shared.

EXPECTED DELIVERABLES

Upon successful completion of the assignment, a well-developed and detailed report will be presented to the Board with the following deliverables:

1. Well identified non-compliance factors that would compromise on quality and safety of milk and milk products.
2. Priority areas to address in the milk marketing value chain to address the non-compliances identified.
3. Identification of risk areas in the milk value chain that requires specific focus to address /eliminate non-compliances to quality and safety of marketed dairy produce.
4. Identification and prioritization of risk areas interventions to address quality and safety challenges in the milk markets and
5. Determination and assessment of compliance levels of the milk marketing value chain.

6. Terms of payment:

Payment shall be made in Kenya Shillings not later than thirty (30) days following submission of invoices by the consultant. Fifty percent (50%) of the amount upon the Client's receipt of the acceptable Draft report, and 50% upon the Client's receipt of the Final report, acceptable to the Client.

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- (d) Description of the methodology and work plan for performing the assignment
- (e) Any proposed staff to assist in the assignment
- (f) Consultancy services activities times' schedule.

(to be prepared by the consultant as appropriate)

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses

(to be prepared by the consultant as appropriate)

SECTION VI - STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS (Lump-sum payment)

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

1. STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS (Lump-sum payments)

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

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

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

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

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES

Hereby agree as follows:-

1. **Services**
 - (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Service, "which is made an integral part Of this Contract.
 - (ii) The Consultant shall provide the personnel listed Appendix B, "Consultant's Personnel," to perform the Services.
 - (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."

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

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

3. **Payment** A. **Ceiling**
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

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

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

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

Kshs. _____ Total

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

4. **Project Administration** A. **Coordinator**
The Client designates _____ [insert name] as Client's Coordinator; the Coordinator will be responsible for the

Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

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

5. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. **Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in certain Activities** The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and** The Contract shall be governed by the laws of Kenya and the language of the Contract shall be

Language

English language

12. **Dispute Resolution**

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, On the request of the applying party.

For the Client

For the Consultant

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

2. REQUEST FOR REVIEW FORM FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....
BETWEEN
.....APPLICANT
AND
.....RESPONDENT (*Procuring Entity*)

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary