

Call for Consultancy for Monitoring and Evaluation of TOT Program for Coffee Farmers on Good Agricultural Practices in Embu County

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| Donor | KOICA Korean International Cooperation Agency |
| Implementing Partner | Good Neighbors Kenya |
| Project name | Income Generation Project; Strengthening the operation systems of coffee cooperatives in Embu County, Kenya. |
| Ref Number | KGN/SED/KOICA/EMBU/2023/003. |
| Project Goal | To increase coffee farmers' income, through capacity building and strengthening cooperatives' operation systems |
| Training of Trainers Objective | Equip the selected TOTs with necessary skills, techniques and knowledge to become effective trainers to other farmers and in the long-run improve overall quality of coffee production and sustainable farming practices. |
| Project Location | Makengi Location, Runyenjes Subcounty in Embu County |
| TOT Period | October – December 2023 |

1. Definitions

- a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) **“Applicable Law”** means the laws and any other instruments having the force of law in Kenya.
- c) **“Procuring Entity”** means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) **“Day”** means a calendar day unless otherwise specified as "Business Day". Business Day is from Monday to Friday and excludes official public holidays.
- f) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- g) **“In writing”** means communicated in written form such as by mail or a letter.
- h) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and
i) severally liable to the Procuring Entity for the performance of the Contract.
- j) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- k) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Subconsultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- l) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- m) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- n) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- o) **v) “Terms of Reference (TORs)”** means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

Kenya Good Neighbors is an International, Humanitarian and Development NGO in General Consultative Status with the United Nations Economic and Social Council (UN ECOSOC). Our greatest mission is to improve the lives of others- especially those of children- through education, community development, health and sanitation, and disaster relief projects.

Kenya Good Neighbors (KGN) was established in Kenya on 14th December 1995. Kenya Good Neighbors is currently operating projects both in rural and urban areas. In urban areas, we have Korogocho CDP which is in Kasarani Sub-County, Dandora CDP which is in Njiru Sub-County and Mukuru CDP is within Makadara Sub-County. We also have rural projects in Trans Mara Sub-County (Meguarra CDP), Gucha Sub-County (Ogembo CDP), Kajiado Central Sub-County known as (Bissil CDP) and Rarieda Sub County (Rarieda CDP). KGN also established various special projects at the community level including Mwamba Oibor in the rural area, Kajiado County, Cereal Project in Trans Mara Sub County, Green Light Project in the Urban area, Nairobi County, and the coffee project in Embu County.

3. Coffee project

The project is located in Embu County which is approximately 120 kilometers northeast of Nairobi, on the south-eastern side of Mount Kenya, on the humid highland slopes of the mountain. Coffee is a major export crop in Embu and is grown in the upper middle altitude zones, about 1,400 meters above sea level on the slopes of Mt. Kenya. Nearly all the coffee is grown by smallholders in Embu. The majority of coffee farmers in Embu County are small scale and they sell their coffee through farmers' societies. These Societies are still struggling with perennial problems of poor management, dilapidated infrastructure, unstable coffee markets, and lack of finances among others. Farmers in the area face several challenges which include; low farming working capital, outdated farming practices and technologies, poor coffee quality seedlings, and low farm yields, worsening climatical conditions among others which have led to decreased coffee income.

Kenya Good Neighbors is implementing a three-year (2022 to 2025) coffee project in Embu County funded by KOICA. The project objective is to increase coffee farmers' income, through capacity building and strengthening cooperatives' operation systems. The main components of the project will include: Training of trainer's program, that is aimed at training promoter farmers who will train other farmers within their localities to improve coffee production, conducting soil analysis, replacing the old disk pulpers with eco pulpers, replacing old coffee drying beds with metallic beds, repairing factories facilities like fermentation tanks, washing channels, building solar greenhouse and linking farmers to direct markets among others.

4. Terms Of Reference

4.1. Scope of works

Kenya Good Neighbors seeks to implement a training of trainer's program that will equip the selected promoter farmers of 24 Societies of Embu with adequate knowledge and skills to become trainers to other farmers within their Societies. The program will run for a period of 3 months, with the objective of empowering and preparing the select farmers with necessary skills, techniques and knowledge to become effective trainers to other farmers within their villages and in the long-run improve overall quality of coffee production and sustainable farming practices.

Place of performance

Services under this solicitation shall be performed within Makengi Sublocation in Runyenjes Sub County, in Embu County.

4.1.1. Period of performance and estimated level of effort

All services required under this solicitation will be delivered for a period of 3 months. The estimated level of effort shall be approximately ninety (90) Days.

4.2. Objectives of the consultancy

The main objectives of this consultancy are as follows:

- a) Develop a comprehensive plan for monitoring the TOT program.
- b) Oversee the monitoring of 1,000 farmers of the TOT program
- c) Provide logistical support for the TOT program, including venue arrangements, farmers' meals, and refreshments.

4.2.1 Specific Tasks

- a) Trainer Orientation: Ensure that trainers are well-informed and prepared for their roles in the training program.
- b) Trainer and Trainee Contact and Communication: Establish and maintain effective communication channels for trainers and trainees and provide necessary information
- c) Attendance Tracking and Encouragement: Monitor and record trainee attendance, and motivate participants to maintain consistent attendance throughout the training.
- d) Training Material Preparation and Distribution: Oversee the creation and distribution of training materials, including posters, brochures, handouts, and any other necessary resources.
- e) Training Progress Monitoring: Continuously assess and track the progress of trainees to ensure they are meeting the training objectives.
- f) Meal Arrangements: Coordinate meal arrangements for trainees during the training sessions, ensuring their nutritional needs are met.
- g) Reporting Preparation and Submission: Compile and prepare reports summarizing the training program's progress and outcomes, and submit them as required.
- h) Overall, the role of the consultant will be to empower the selected TOT farmers with necessary skills and knowledge to improve their coffee farming practices hence improve their productivity and quality and ultimately improve their economic livelihoods.

4.3. Submission Instructions

4.3.1. Documents Comprising the Proposal

The Proposal shall comprise the following;

A. Mandatory Documents which shall comprise;

- i. Certificate of Registration
- ii. Up-to-date CR12 Form
- iii. Tax Compliance Certificate
- iv. KRA Pin Certificate
- v. Utility Bills
- vi. Litigation History
- vii. Organogram
- viii. 2-year audited accounts (2021 &2022)

B. Technical Proposal made up of the following

- i. Proposal Cover Sheet
- ii. Consultant's Organization and Experience
- iii. Description of approach, methodology, and work plan to deliver on specific task**
- iv. Team Composition, Assignment, and Key Experts' Input with CVs attached and Professional Licenses If any
- v. References from previous work which shall include;
 - a) Customer Contact
 - b) Contract Agreement
 - c) Recommendation Letters
 - d) Comparability to this solicitation

C. Financial Proposal

4.4. Preparation and Submission of Proposals

4.4.1. General Considerations

In preparing the Proposal, the Consultant is expected to examine the TOR in detail. Material deficiencies in providing the information requested in the proposal may result in the rejection of the Proposal.

4.4.2. Cost of Preparation of Proposal

The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

4.4.3. Language

The Proposal, as well as all correspondence and documents relating to the Proposal, exchanged between the Consultant and the Procuring Entity shall be written in the English language.

4.4.4. Only One Proposal

The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal.

If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

4.5. Clarification and Amendment of TOR

The Consultant may request a clarification of any part of the TOR during or before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the TOR as a result of a clarification, it shall do so following the procedure described below:

At any time before the proposal submission deadline, the Procuring Entity may amend the TOR by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

4.6. Sealing and Marking of Proposals and submission date

The firm shall deliver the Proposals in a single sealed envelope, in a single sealed package, or in a single sealed container bearing the name and Reference number of the call for proposal, addressed to the Procuring Entity and a warning “DO NOT OPEN BEFORE **16th October 2023 4:00 PM**. The Proposals shall be delivered to the procuring entity premises which are along 3rd Sunrise Avenue in Ruiru off Eastern Bypass. The following is the google maps link for the location:<https://www.google.com/maps/place/Good+Neighbors+Kenya/@-1.1664733,36.9678813,128m/data=!3m2!1e3!4b1!4m5!3m4!1s0x182f40bc56d39223:0x35f4c504256db7dd!8m2!3d-1.1664946!4d36.9684213>

4.6.1 All documents shall be in a non-editable format such as PDF.

4.6.2 The mandatory documents, technical proposal and financial proposal should be combined separately, compressed together and submitted as one zipped file. Please name the ONE ZIP FILE in the same way as your email title, that is Name of Company Tender Name e.g “ABCD Limited-KGN/SSD/006/2023 School Items”

To Supplement this submission the solicitor shall submit a soft copy to the following email account: procurement@goodneighbors.ke.

If an envelope or package or container is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the proposal.

Proposals that are misplaced or opened prematurely will not be accepted.

The Proposal or its modifications must be sent to the address indicated in this TOR and received by the Procuring Entity no later than the deadline indicated, or any extension to this deadline.

Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

4.7. Confidentiality/Canvassing

4.7.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process.

4.7.2. Any attempt by consultants or anyone on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

4.7.3. Notwithstanding the above provisions, from the time of the Proposals submitted to the time of Contract award publication, if a consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing

4.8. Correction of Errors

Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

4.9. Conflict of Interest

The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

4.9.1. The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity.

4.9.2. Without limitation on the generality of the foregoing, and unless stated otherwise in the TOR, the Consultants shall not be hired under the circumstances set forth below:

i) Conflicting Activities

The conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting

services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) Conflicting Assignments

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

(iii) Conflicting Relationships

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract unless the conflict stemming from such a relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

5. Unfair Competitive Advantage

5.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate and make available to all Consultants together with this TOR all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5.2. Corrupt and Fraudulent Practices

5.2.1. Consultant firms or any of their members shall not be involved in corrupt, coercive, obstructive, collusive, or fraudulent practices. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.3. Collusive practices

5.3.1. Any Consultant found to have engaged in collusive conduct shall be disqualified. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

7.0. Evaluation of the Proposal

7.1. Quality and Cost-Based Selection (QCBS) Method

7.1.1. The proposals shall be evaluated based on Quality and Cost Based Selection (QCBS). The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations