



Eastern Africa Farmers Federation **Request for Proposals**

for

Ref No: *Request for Proposals for Procurement for consulting services for the implementation and training for Technology Software - Accounting ERP Software*

Issue date: 23rd February, 2022

Section I. Instructions to Consultants

1. A two-envelope system is to be used.
2. The consultant shall not have any actual, potential or reasonably perceived conflict of interest. A consultant with an actual, potential or reasonably perceived conflict of interest shall be disqualified unless otherwise explicitly approved by EAFF. A consultant, including their respective personnel and affiliates, are considered to have a conflict of interest if any of them a) has a relationship that provides them with undue or undisclosed information about or influence over the selection process and the execution of the contract, b) participates in more than one proposal under this procurement action, c) has a business or family relationship with a member of the client's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the expression of interest, (ii) the selection process for this procurement, or (iii) execution of the contract. The consultant has an ongoing obligation to disclose any situation of actual, potential or reasonably perceived conflict of interest during expression of interest (if any), preparation of the proposal, the selection process or the contract execution. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the consultant, the termination of the contract and any other as appropriate under the Revised EAFF Policy on Preventing Fraud and Corruption in its Activities and Operations¹.
3. All bidders are required to comply with the Revised EAFF Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "EAFF's Anticorruption Policy") while competing for, or in executing, the contract.
 - a. If determined that a bidder or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and/or the latter's personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices as defined in EAFF's Anticorruption Policy or sexual harassment, exploitation and

Section II Instructions to Consultants

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abuse as defined in EAFF's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse² in competing for, or in executing, the contract, the proposal may be rejected or the contract may be terminated by the client.

- b. In accordance with EAFF's Anticorruption Policy, EAFF may investigate and, when applicable, sanction entities and individuals, including by debarring them, either indefinitely or for a stated period of time, to participate in any EAFF-financed or EAFF managed activity or operation. A debarment includes, *inter alia*, ineligibility to: (i) be awarded or otherwise benefit from any EAFF financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an EAFF-financed contract; and (iii) receive the proceeds of any loan or grant provided by EAFF. The EAFF may also unilaterally recognize eligible debarments by any of the International Financial Institutions signatories to the Agreement for Mutual Enforcement of Debarment Decisions.
- c. Bidders and any of their personnel and agents, and their sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and the latter's personnel and agents are required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this bidding process or the execution of the contract and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by the EAFF.
- d. Bidders have the ongoing obligation to disclose in their quotation and later in writing as may become relevant: (i) any administrative sanctions, criminal convictions or temporary suspensions of themselves or any of their key personnel or agents for corrupt, fraudulent, collusive, coercive or obstructive practices, and (ii) any commissions or fees paid or to be paid to agents or other parties in connection with this bidding process or the execution of the contract. Bidders must disclose the name and contact details of the agent or other party and the reason,

amount and currency of the commission or fee paid or to be paid. Failure to comply with these disclosure obligations may lead to rejection of the proposal or termination of the contract.

- e. Bidders shall keep all records and documents, including electronic records, relating to this selection process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.
4. EAFF requires that all beneficiaries of EAFF funding or funds administered by EAFF, including the client, any consultants, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with EAFF's Anti-Money Laundering and Countering the Financing of Terrorism Policy.³
5. The technical proposal shall be marked "original" or "copy" as appropriate. The technical proposals shall be sent to the following address: procurement50@eaffu.org and to:

*Procurement Officer
P.O Box 13747-00800
Nairobi*

and in one (1) original hard copy. All required copies of the technical proposal are to be made from the original. If there are discrepancies between the original and the copies of the technical proposal, the original governs.

6. The original of the technical proposal shall be placed in clearly marked "technical proposal" (followed by the grant/loan and assignment number and name). Similarly, the original financial proposal shall be clearly marked "financial proposal", followed by the grant/assignment number and name, and with a warning "do not open with the technical proposal". The envelopes containing the technical and financial proposals shall be sent on the email provided.

7. The technical proposal shall be based on the technical forms attached in section 3 including the CVs of the proposed staff.
8. The evaluation committee shall evaluate the technical proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria, sub criteria, and point system specified here below:

	Points
I. General experience of the consultant (as a firm) relevant to Software implementation:	30
II. Specific experience of the consultant (firm)	
a) Experience of work done in the sector/similar assignment	<i>(20points)</i>
b) Relevant education and training	<i>(20points)</i>
:	
Total points for criterion II:	<i>[40]</i>
III. Key experts' qualifications and competence for ERP implementation and training:	
a) <i>Position K-1: [Team leader]</i>	<i>[10 points]</i>
b) <i>Position K-2: [Insert position title]</i>	<i>[5 points]</i>
c) <i>Position K-3: [Insert position title]</i>	<i>[5 points]</i>
Total points for criterion III:	<i>[20]</i>

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

1) *General qualifications (general education, training, and experience):* *[insert weight between 10 and 20 %]*

2) *Adequacy for the assignment (relevant education, training, experience in the sector/similar assignments):* *[insert weight between 60 and 80%]*

3) *[If relevant to the task, add the 3rd sub-criterion:] relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):* *[insert weight between 0 and 10 %]*

Total weight: 100%

IV. Transfer of knowledge (training) program (relevance of approach and methodology):
[normally, not to exceed 10 points]

Total points for criterion IV: *[10]*

Total points for the four criteria: 100

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9. A proposal shall be rejected at this stage if it does not respond to important aspects of the request for proposals (RFP), and particularly the terms of reference or if it fails to achieve the minimum technical score indicated of **70 points**.
10. After the technical evaluation is completed, the EAFF shall inform the consultants who have submitted proposals about the technical scores obtained by their technical proposals, and shall notify those consultants in writing whose proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their financial proposals will be returned unopened after completing the selection process. The client shall simultaneously notify in writing consultants that have secured the minimum qualifying mark.
11. Financial proposals shall be opened. The financial proposal of the consultants who met the minimum qualifying mark will then be opened.
12. The financial evaluation shall be based on the financial forms attached in section 4.
13. Combined technical/financial evaluation: **Will be on quality and cost-based selection (QCBS)**, “the total score is calculated by weighting the technical and financial scores and adding them as per the following:
The lowest evaluated financial proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other financial proposals will be computed as follows: $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the technical proposal; P = the weight given to the financial proposal; T + P = 100) *[the project should indicate here the weights. Normally, T = 70 and P = 30. Please indicate the final weights before issuing the document]*

$S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

14. Notice of intent to award: after the completion of the evaluation report and having obtained all the necessary approvals per the EAFF Procurement Handbook, the client shall send the notice of intent to award to the successful consultant. The notice of intent to award shall include a statement that the client shall issue a formal notification of award and draft contract agreement after expiration of the period for filing a bid protest and the resolution of any bid protest that are submitted. Delivery of the notice of intent to award shall not constitute the formation of a contract between the client and the successful consultant and no legal or equitable rights will be created through the delivery of the notice of intent to award.

At the same time it issues the notice of intent to award, the client shall also notify, in writing, all other consultants of the results of the bidding. The client shall promptly respond in writing to any unsuccessful consultant who, after receiving notification of the bidding results, makes a written request for a debriefing or submits a bid protest as provided in the EAFF Procurement Handbook.

15. Negotiations: negotiations will be held on the following date and address:

- a. 3 days after the notice of intent to award*
- b. Shall be done virtually*

The invited consultant will be invited to negotiations via the notification of award (NoA). This Notification of Award is subject to successful negotiations. The consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the key professional personnel listed in the technical proposal. Failure to confirm such personnel may result in the client proceeding to negotiate with the next-ranked consultant. Representatives conducting negotiations on behalf of the consultant must have written authority to negotiate and conclude the contract on behalf of the consultant.

16. The consultant is expected to commence the assignment by 2 days and at the following address:
procurement50@eaffu.org

Section III. Technical Proposal - Standard Forms

- TECH-1 Technical proposal submission form
- TECH-2 Consultant's organization and experience
- TECH-3 Comments or suggestions on the terms of reference and on counterpart staff and facilities to be provided by the client
- TECH-4 Description of the approach, methodology and work plan for performing the assignment
- TECH-5 Team composition and task assignments
- TECH-6 Curriculum vitae (CV) for proposed professional staff
- TECH-7 Staffing schedule
- TECH-8 Work schedule

Form TECH-1 Technical Proposal Submission Form

[Location, Date]

To:

Dear Sirs or Madams,

1. We, the undersigned, offer to provide the consulting services: "*[insert title of assignment]*" in accordance with your request for proposal dated *[insert date of issuance of RFP]* and our proposal. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal in separate envelopes.
2. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
3. If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.
4. We undertake, if our proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the terms of reference.
5. Our proposal is open for acceptance for a period of ninety (90) days.
6. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by EAFF and have not been subject to sanctions or debarments under the laws or official regulations of the client's country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement")⁴, beyond those declared in paragraph 12 of this proposal submission form.
7. We acknowledge and accept the EAFF Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any prohibited practices as provided in ITC Clause 3. Further, we acknowledge and understand our obligation to report to procurement@eaffu.org any allegation of prohibited practice that comes to our attention during the selection process or the contract execution.
8. No attempt has been made or will be made by us to induce any other consultant to submit or not to submit a proposal for the purpose of restricting competition.

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9. We acknowledge and accept the EAFF Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any sexual harassment, sexual exploitation or abuse. Further, we acknowledge and understand our obligation to report to procurement@eaffu.org any allegation of sexual harassment, sexual exploitation and abuse that comes to our attention during the selection process or the contract execution.
10. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the selection process: *[insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity.]*

Name of recipient	Address	Reason	Amount	Currency

(If none has been paid or is to be paid, indicate “none.”)

11. We declare that neither our consulting firm nor any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest as defined in ITC Clause 2 regarding this selection process or the execution of the contract. *[insert if needed: “other than the following:” and provide a detailed account of the actual, potential or perceived conflict].* We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the client and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the procurement process or contract execution.
12. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on our consulting firm and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction,	Imposed by	Name of party convicted, sanctioned or suspended (and	Grounds for the measure (i.e., fraud in procurement or	Date and time (duration) of measure

administrative sanction or temporary suspension)		relationship to the consultant)	corruption in contract execution)	

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate "none".

13. We acknowledge and understand that we shall promptly inform the client about any material change regarding the information provided in this proposal submission form.
14. We further understand that the failure to properly disclose any of information in connection with this proposal submission form may lead to appropriate actions, including our disqualification as consultant, the termination of the contract and any other as appropriate under the EAFF Policy on Preventing Fraud and Corruption in its Activities and Operations.
15. We understand you are not bound to accept any proposal that you may receive.

Yours sincerely,

Authorized signature *[In full and initials]*: _____

Name and title of signatory: _____

Name of firm: _____

Address: _____

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. A separate form shall be filled for each relevant assignment]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of client:	Total no. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	

Firm's name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the terms of reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the client according to terms of reference including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH 4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the technical proposal. You are suggested to present your technical proposal divided into the following three chapters:

- a) technical approach and methodology,*
- b) work plan, and*
- c) organization and staffing,*

a) Technical Approach and methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the work schedule of form TECH-8.

c) Organization and staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-5 Team Composition and Task Assignments

Professional staff				
Name of staff	Firm	Area of expertise	Position assigned	Task(s) assigned

Form TECH 6: Curriculum Vitae (CV) for Proposed Professionals Staff

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

2. Name of firm *[Insert name of firm proposing the staff]:* _____

3. Name of staff *[Insert full name]:* _____

4. Date of birth: _____ Nationality: _____

5. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. Membership of professional associations: _____

7. Other training *[Indicate significant training since degrees under 5 - education were obtained]:* _____

8. Countries of work experience: *[List countries where staff has worked in the last ten years]:* _____

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

10. Employment record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see*

format here below): dates of employment, name of employing organization, positions held.]:

From *[Year]:* __ To *[Year]:* _____

Employer: _____

Positions held: _____

<p>11. Detailed tasks assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work undertaken that best illustrates capability to handle the tasks assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] day/month/year

Full name of authorized representative: _____

Form TECH 7: Staffing Schedule⁵

N°	Name of staff	Staff input (in the form of a bar chart) ⁶													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ⁷	Total
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	

⁵ For professional staff the input should be indicated individually; for support staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

⁶ Days are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

⁷ Field work means work carried out at a place other than the consultant's home office.

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Section III Technical Proposal – Standard Forms



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											Subtotal					
Local																
1		[Home]														
		[Field]														
2																
n																
											Subtotal					
											Total					

 Full time input
 Part time input

Form TECH 8: Work Schedule

N°	Activity	Months ⁸												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
n														

⁸ Duration of activities shall be indicated in the form of a bar chart.

Section IV. Financial Proposal - Standard Forms

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal

Form FIN-1 Financial Proposal Submission Form

[Location, date]

To:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the "*[insert title of assignment]*" in accordance with your request for proposal dated *[insert date of issuance of RFP]* and our technical proposal. Our attached financial proposal is for the sum of *[insert amount(s) in words and figures⁹]*. This amount is exclusive of the local taxes (such as: value added or sales tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies), which shall be identified during negotiations and shall be added to the above amount.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, i.e. before the date indicated in paragraph 9 of the letter of invitation.

Commissions and gratuities paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below¹⁰:

Name and address of agents	Amount and currency	Purpose of commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

⁹ Amounts must coincide with the ones indicated under total cost of financial proposal in form FIN-2.

¹⁰ If applicable, replace this paragraph with: "no commissions or gratuities have been or are to be paid by us to agents relating to this proposal and contract execution."

Yours sincerely,

Authorized signature *[In full and initials]*: _____

Name and title of signatory: _____

Name of firm: _____

Address: _____

Form FIN-2 Financial Proposal

Categories	Unit	Quantity per activity*			Total quant. per category	Unit rate	Total amount in US\$ per category	Total amount per activity*		
		1	2	n				1	2	n
		(a)	(b)	(x)	(d) = (a) + (b) + ... (x)	(e)	(f) = (d) * (e)	(g) = (a) * (e)	(h) = (b) * (e)	(z) = (x) * (e)
(1) Remuneration in US\$										
Consultant 1	day									
Consultant 2	day									
Consultant 3	day									
Consultant 4	day									
Consultant n	day									
Subtotal remuneration	weeks									
(2) Reimbursable										
Subsistence allowance	Day									
Local transportation costs	Trip									
(3) Miscellaneous expenses										
Communication costs (telephone, telegram, telex)	day									
Drafting, reproduction of reports	day									
Equipment: computers, etc.	day									
Software	day									

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Subtotal 3: miscellaneous expenses										
Proposal amount										

Note *: Please add columns as needed

Section V. Terms of Reference

Consulting Services for Procurement for consulting services for the implementation and training for Technology Software - Accounting ERP Software

1. Client

The client for this assignment is *Eastern Africa Farmers Federation*.

2. Country background

The Eastern Africa Farmers' Federation (EAFF) is a regional farmers' organization whose membership consists of 24 national farmer federations, national Cooperative organizations and national commodity associations in ten (10) countries in Eastern Africa - Burundi, Democratic Republic of Congo, Djibouti, Eritrea, Ethiopia, Kenya, Rwanda, South Sudan, Tanzania and Uganda.

3. Background on project

The activities under this contract under is for the upgrade of the financial and Institutional reporting.

4. Background of the assignment

EAFF is migrating to an integrated reporting system.

5. Overall objectives

The aim is to deploy an Enterprise Resource Planning (ERP) system that will assist in automating of EAFF processes. The ERP system must be scalable to allow additional modules, and must interface with other business information systems.

6. Objectives of the assignment

It is to implement and train the staff on the use of ERP system.

7. Scope of work

- Migrate existing data from our system to the selected modules – Financial Management, Human Resource and payroll management, reporting and grant management and basic procurement modules
- Perform offline and live testing of the solution and demo.
- Develop user guidelines on how to use the ERP, and the ERP technical support guideline; Provide a complete documentation of flowchart and process of the ERP platform.
- Provide training to 10 EAFF staffs on the ERP for daily operations and system training
- Provide user guidance/support on issues faced using the solution.

8. Capacity building and transfer of knowledge

The consultant should provide training and support to staff for a period of maximum 15 days.

9. Reports and schedule of deliverables

The Consult shall deliver:

- Both an ERP user guideline and technical support guideline.

10. Consultant's qualifications and experience

Software Company/Firm with ERP system implementation capability that has the following experience.

- Legally registered organization with professional experience of three (3) years minimum
- In terms of Specific experience, the firm must demonstrate having successfully implemented an ERP solution to at least two of a nature related to EAFF

11. Location and period of execution

The assignment will be carried in the following address: 205 David Osieli Road, Westlands Nairobi, Kenya. The assignment will be executed within 15 days starting from the date of signing the contract.

12. Project coordination

The contact details of the EAFF project management team are presented in Table 1 below:

Table 1: EAFF project management team

Position	Required details	Response
EAFF Finance Manager	Name	Finance officer
	E-mail address(es)	info@eaffu.org
	Telephone contact(s)	+254204451691
EAFF Management Accountant	Name	Procurement Officer
	E-mail address(es)	Info@eaffu.org
	Telephone contact(s)	254204451691

13. Services and facilities to be provided by client

EAFF will provide a the necessary hardware where the ERP software will be installed. The staff members will be available to work with the consultants throughout the implementation period.

14. Services and facilities to be provided by the consultant

Data migration and training

Section VI. Standard Forms of Contract

Draft Contract for Consulting Services

Small Assignments

Contract

This contract (“contract”) is entered into this *[insert starting date of assignment]*, by and between the *[borrower/recipient or the implementing agency]* (“the client”) having its principal place of business at *[insert client’s address]*, and *[insert consultant’s name]* (“the consultant”) having its principal office located at *[insert consultant’s address]*.

Whereas, the client wishes to have the consultant perform the services hereinafter referred to, and whereas, the consultant is willing to perform these services now therefore the parties hereby agree as follows:

1. Services

- (i) The consultant shall perform the services specified in Annex A, “terms of reference and scope of services”, which is made an integral part of this contract (“the services”).
- (ii) The consultant shall provide the personnel listed in Annex 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 Annex C, “consultant’s reporting obligations”.

2. Term

The consultant shall perform the services during the period commencing *[please insert start date of the assignment]* and continuing through *[please insert completion date of the assignment]*, or any other period as may be subsequently agreed by the parties in writing. The contract can be terminated (i) should the consultant be performing unsatisfactorily or (ii) to the discretion of the client as defined in clause 15.

3. Payment

A. Ceiling

For services rendered pursuant to Annex A, the client shall pay the consultant an amount not to exceed *[insert amount]* based on the financial offer attached in Annex D. This amount has been established based on the understanding that it includes all of the consultant's costs and profits as well as any tax obligation that may be imposed on the consultant.

B. Schedule of payments

The schedule of payments is specified below:

[please indicate here the payment schedule]

[add if applicable: Advance payment of [insert percentage up to 10%] of the contract price against an unconditional and irrevocable bank guarantee will be made.]

C. Payment conditions

Payment shall be made in *[please indicate currency of payment]* no later than 30 days following submission by the consultant of invoices in duplicate to the coordinator designated in paragraph 4 and acceptance of the deliverables by the client.

4. Project Administration

A. Coordinator.

The client designates Mr./Ms. *[please insert name and job title]* 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 the payment.

B. Reports.

The reports listed in Annex 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. Prohibition of Fraud and Corruption

A. The consultant shall abide by and perform the contract in compliance with the Revised EAFF Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "EAFF's Anticorruption Policy")¹¹. Failure to comply with this policy may lead to termination of contract as set out in clause 15.

B. In accordance with EAFF's Anticorruption Policy, EAFF has the right to sanction firms and individuals, including by declaring them ineligible, permanently or for a stated period of time, to participate in any EAFF-funded or EAFF-managed activity or operation (debarment). The Fund also has the right to recognize

debarments by other International Financial Institutions in accordance with EAFF's Anticorruption Policy.

- C. The consultant will take appropriate measures to inform potential sub-contractors, sub-consultants, consultants, agents and any of its agents or personnel of their obligations under EAFF's Anticorruption Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.
- D. The consultant is required to complete and sign the attached self-certification form. In particular, the consultant is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.
- E. The consultant is required to fully cooperate with any investigation conducted by EAFF, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by the EAFF or by the client.
- F. The consultant shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the corresponding bidding process available for a minimum of three (3) years after completion of the execution of the contract.

7. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse

The consultant expressly agrees to abide by and to perform the contract in compliance with EAFF's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse¹², which is an integral part of these conditions of contract for purchase orders. The consultant shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of its personnel and subcontractors or anyone else directly or indirectly employed by the consultant or any of its subcontractors in the performance of the contract. The consultant shall immediately report to the client or EAFF any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its

execution, including convictions, disciplinary measures, sanctions or investigations. The client may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

- 8. 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.
- 9. 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 software¹³.
- 10. Consultant Not to be Engaged in Certain Activities** The consultant agrees that, during the term of this contract and after its termination, the consultants and any entity affiliated with the consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the consulting services for the preparation or implementation of the project.
- 11. Insurance** The consultant will be responsible for taking out any appropriate insurance coverage.
- 12. Assignment** The consultant shall not assign this contract or sub-contract any portion of it without the client's prior written consent.
- 13. Law Governing Contract and Language** The contract shall be governed by the laws of *[insert government]*, and the language of the contract shall be *[insert language]*.
- 14. Dispute Resolution¹⁴** Any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the client's country.
- [or, in case the EAFF doesn't want to go to arbitration, the following can be mentioned subject to the agreement of the two parties] "any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to the court of competent jurisdiction in the client's country."*
- 15. Termination** The client may terminate this contract with at least ten (10) business days prior written notice to the consultant after the occurrence of

any of the events specified in paragraphs a) through e) of this clause:

- a) If the consultant does not remedy a failure in the performance of its obligations under the contract within seven (7) business days after being notified, or within any further period as the client may have subsequently approved in writing;
- b) If the consultant becomes insolvent or bankrupt;
- c) if the consultant or any of its personnel or agents, or its sub-contractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices as defined in the EAFF Revised Policy on Preventing Fraud and Corruption in Its Operations and Activities¹⁵ in any EAFF-funded or IFAD-managed activity or operation, including in competing for, or performing its obligations under, the contract;
- d) if the supplier is found to have engaged in acts of Sexual Harassment, Sexual Exploitation and Abuse arising out of or in connection with the performance of the contract;
- e) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

For the client

For the consultant

Signed by _____

Signed by _____

Title: _____

Title: _____

List of Annexes

Annex A: Terms of reference and scope of services

Annex B: Consultant's personnel

Annex C: Consultant's reporting obligations

Annex D: Financial offer of the consultant

Annex E: Consultant's self-certification form

Annex A: Terms of Reference and Scope of Services

[Please insert terms of reference. Refer to section V

Annex B: Consultant's Personnel

[List consultant's personnel]

Annex C: Consultant's Reporting Obligations

[list format, frequency, and contents of reports; persons to receive them; dates of submission; etc.]

Annex D: Financial Offer of the Consultant

[insert financial offer]

Annex E: Consultant’s Self-Certification Form

This self-certification form is to be completed by the consultant. The consultant shall submit the completed form together with the signed contract agreement to *[insert name of procuring entity]*. Instructions for completing this form are provided below.

Full legal name of consultant:	
Full legal name of consultant's legal representative and position:	
Full name and number of contract:	
Project with which contract was signed:	
Country:	
Date:	

I hereby certify that I am the authorized representative of *[name of the consultant]*, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the consultant and the procuring entity, as well as the permanent ineligibility to participate in EAFF-financed and/or EAFF-managed activities and operations, in accordance with the EAFF Project Procurement Guidelines, the EAFF Procurement Handbook and other applicable EAFF policies and procedures.

Authorized signature: _____ **Date:** _____

Printed name of signatory: _____

The consultant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.

The consultant declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")¹⁶ and/or temporary suspensions have been imposed on the consultant and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to consultant)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate "none".

The consultant certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.

The consultant certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:

Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract;

Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another consultant for purposes of this proposal or execution of the contract;

Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the proposal process and the execution of the contract, or influence the decisions of the procuring entity

regarding the selection process for this procurement or during the execution of the contract;

- Do not participate and do not potentially or reasonably appear to participate in more than one proposal in this process; and
- Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

[To be completed only if the previous boxes were not checked]

The consultant declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

- The consultant certifies that **NO** gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this contract.

OR

[To be completed only if the previous box was not checked]

The consultant declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present procurement process and this contract:

- [Name of Recipient/Address/Date/Reason/Amount]
- [Name of Recipient/Address/Date/Reason/Amount]

- The consultant acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of the contract.

Section VII – Forms

1. Notice of Intent to Award

[This notice of intent to award (NOITA) shall be sent to each consultant that submitted a proposal and shall be addressed to the authorized representative as stated in the instructions to consultants.]

Delete all paragraphs written in red font and/or insert the relevant information.

Insert the date the NOITA is transmitted to consultants. The NOITA must be sent to all consultants simultaneously. This means on the same date and as close to the same time as possible.]

For the attention of the consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

DATE OF TRANSMISSION: *[insert date]*

Procuring entity: *[insert the name of the procuring entity]*

Procurement title: *[insert]*

Ref no: *[insert]*

This notice of intent to award (NOITA) notifies you of our decision to award the above contract to *[insert the successful consultant]* subject to successful negotiations.

Please note that this notice does not constitute any contract between the procuring entity and the consultant and neither establishes any legal rights or obligations for the procuring entity or consultant.

[Important: provide the results of the evaluation and the prices of each consultant [if applicable] in this NOITA].

Name of consultant	Points scored	proposal price	Evaluated proposal price <i>(if applicable)</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert proposal price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert proposal price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert proposal price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert proposal price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert proposal price]</i>	<i>[insert evaluated price]</i>

If your proposal has not been successful, you may request a debriefing in relation to the results of the evaluation of your proposal. If you decide to request a debriefing, your written request must be made within 3 business days of receipt of this NOITA.

If your request for a debriefing is received within the deadline above, we will provide the debriefing within 3 business days of receipt of your request.

The debriefing may be in writing, by video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

The period within which you can protest the procurement proceedings lasts 2 business days after the date of transmission of this NOITA.

Yours sincerely,

Authorized Official

2. Bank Guarantee Form for Advance Payment

To: *[insert name of client] [insert name of contract]*

Gentlemen:

In accordance with the payment provision included in the special conditions of contract, which amends clause 3 of the contract to provide for advance payment, *[insert name and address of consultant]* (hereinafter called "the Consultant") shall deposit with the client a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of *[insert amount of guarantee in figures and words]*.

We, the *[insert bank or financial institution]*, as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the client on its first demand without whatsoever right of objection on our part and without its first claim to the Consultant, in the amount not exceeding *[insert amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between the client and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Consultant under the contract until *[insert date]*.

Yours truly,

Signature and seal of the guarantors

[name of bank or financial institution]

[address]

[date]

