

MINISTRY OF MINING, BLUE ECONOMY AND MARITIME AFFAIRS
STATE DEPARTMENT FOR THE BLUE ECONOMY AND FISHERIES
AQUACULTURE BUSINESS DEVELOPMENT PROGRAMME

Request for Proposals

for

***THE PROVISION OF CAGE FISH OFF TAKING SERVICE AND SUPPLY OF
ASSOCIATED INPUTS IN KISUMU COUNTY***

Ref No: ***REF KEN-2000001132-0350-CS-LCS***

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Foreword

This procurement document has been prepared by the International Fund for Agricultural Development (“the Fund” or “IFAD”) for use by borrowers/recipients in competitions for selection of consultancy firms in projects that are financed in whole or in part by IFAD. It can be downloaded using the following link www.ifad.org/project-procurement.

This request for proposals (RFP) document is to be used for complex consultancy services competitions using one of the following procurement methods prescribed in the IFAD Procurement Handbook like quality and cost based selection (QCBS), quality based selection (QBS), fixed budget selection (FBS) or least cost selection (LCS) and in accordance with the provisions of the IFAD Project Procurement Guidelines. IFAD has issued a simplified RFP document for simple low value consultancy services competitions like in individual consultants’ selection method and the selection method based on consultant’s qualifications (CQS).

The standard procurement document (SPD) includes one set of standard general conditions of contract (GCC) that can be used for both “lump sum” and “time-based” types of consultancy services’ contracts. The client will in the special conditions of contract (SCC) choose the appropriate contract type and pertinent payment schedules relevant to the selected type of contract. The selection of the type of contract by the client will depend primarily on the nature of the consultancy assignment.

This SPD can be used following shortlisting pursuant to a “request for expressions of interest” (REOI) advertisement or by direct invitation using recent prior lists of consultants available to the client, subject to IFAD’s no objection.

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Part 1 Proposal and Selection Procedures

Section I. Letter of Invitation Requesting Proposals- N/A

Section II. Instructions to Consultants

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A. General

In part 1 (proposal and selection procedures) of this request for proposals (RFP), the following words and expressions shall have the meanings stated. These definitions shall not apply to any words or expressions in the sections that make up part 2 (conditions of contract and contract forms) of this RFP, in which such words and expressions shall have the meanings stated in GCC sub-clauses 1.1 and 2.1 unless otherwise specified.

1. Definitions

- a) “Addendum” or “Addenda” means a modification to this RFP issued by the client.
- b) “Associate” or “Member” means any entity that is a member of the association that forms the consultant. A sub-consultant is not an associate.
- c) “Joint Venture”, “JV”, or “Consortium” means an association of entities that forms the consultant.
- d) “Borrower/Recipient” means the government, government agency or other entity that signs the financing agreement with the Fund.
- e) “Client” means the procuring entity identified in the Proposal Data Sheet (**PDS**).
- f) “Confirmation” means confirmation in writing.
- g) “Consultant” means any legal entity that may provide or provides the services to the client under the contract.
- h) “Contract” means the contract entered into between the client and the consultant, including all attachments, annexes, and all documents incorporated by reference therein, a form of which is included in part 2 of this RFP.
- i) “Days” refers to calendar days.
- j) “FBS” means fixed budget selection method as defined in the IFAD Procurement Handbook.
- k) “Financial Proposal” has the meaning given to the term in ITC sub-clause 15.5.
- l) “The Fund” or “IFAD” means the International Fund for Agricultural Development.
- m) “GCC” means the General Conditions of Contract.
- n) “Government” means the government identified in the Proposal Data Sheet (**PDS**).
- o) “Handbook” means the latest IFAD Procurement Handbook as may be revised from time to time posted on the IFAD website at www.ifad.org/project-procurement.
- p) “IFAD funding” means the funding that IFAD has made available to the government and/or the funding being administered by IFAD pursuant to the terms of the financing agreement.

- q) "Instructions to Consultants" or "ITC" means Section II of this RFP, including any amendments, which provides consultants with all information needed to prepare their proposals.
- r) "Key Professional Personnel" means the key professional personnel identified pursuant to ITC sub-clause 15.3(d).
- s) "LCS" means least cost selection method as defined in the IFAD Procurement Handbook.
- t) "PDS" means the Proposal Data Sheet, in Section III of this RFP, used to reflect specific requirements and/or assignment conditions.
- u) "Personnel" means key professional personnel and additional staff provided by the consultant, or by any sub-consultants, or associates that are assigned to perform the services or any part thereof.
- v) "Pre-proposal Conference" means the pre-proposal conference specified in **PDS** ITC 2.4, if any.
- w) "Project" means the project named in the **PDS** that is being funded and/or administered by the Fund, and being implemented by the client identified in the **PDS**.
- x) "Proposal" means the technical proposal and the financial proposal for the provision of the services submitted by a consultant in response to this RFP.
- y) "QBS" means quality-based selection method as defined in the IFAD Procurement Handbook.
- z) "QCBS" means quality and cost-based selection method as defined in the IFAD Procurement Handbook.
- aa) "RFP" means this request for proposals, including any amendments that may be made, prepared by the client for the selection of the consultant.
- bb) "SCC" means the special conditions of contract.
- cc) "SEA" means sexual exploitation and abuse and refers to the IFAD Policy on Sexual Exploitation and Abuse that can be found on the IFAD website.
- dd) "SECAP" means IFAD's Social Environmental and Climate Assessment Procedures (SECAP).
- ee) "Services" means the tasks to be performed by the consultant pursuant to the contract.
- ff) "SH" means sexual harassment.
- gg) "Sub-consultant" means any person or legal entity with whom the consultant subcontracts any part of the services.
- hh) "TEC" means the technical evaluation committee, selected for the purpose of evaluating the proposals received, that submits a report with recommendation for award of the contract for which this RFP is being issued.
- ii) "Technical Proposal" has the meaning given the term in ITC sub-clause 15.3.

- jj) “Terms of Reference” or “TOR” means the document included in this RFP as Section VI, which explains the objectives; scope of work; activities; tasks to be performed, respective responsibilities of the client and the consultant; and expected results and deliverables of the assignment.

2. Scope of RFP

2.1 The client will select a consultant in accordance with the selection method specified in the **PDS**.

2.2 Throughout this RFP, except where the context requires otherwise, words indicating the singular also include the plural, words indicating the plural also include the singular, and the feminine means the masculine and vice versa.

2.3 Consultants are invited to submit a technical proposal and a financial proposal for services required for this assignment as named in the **PDS**. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.

2.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and local conditions, consultants are encouraged to attend a pre-proposal conference if one is specified in the **PDS**.

2.5 The client will timely provide, at no cost to the consultant, the inputs and facilities specified in the **PDS**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports. No other inputs will be provided. Therefore, a consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the **PDS**.

2.6 The client is not bound to accept any proposal, and reserves the right to cancel the procurement at any time prior to contract award, without thereby incurring any liability to any consultant.

3. Source of funds

3.1 The borrower or recipient and the sources of funds are specified in the **PDS**.

4. Prohibited practices

4.1 The Fund requires that all beneficiaries of IFAD funding, including the client and any consultants, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations, revised on 12 December 2018 and attached as Section IX of this document (EB 2018/125/R.6, hereinafter "IFAD's Anticorruption Policy").

4.2 For the purposes of these provisions, and consistent with IFAD's Anticorruption Policy, the terms set forth below are defined as follows, and referred to collectively as "Prohibited Practices":

- a) "**corrupt practice**" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
- b) "**fraudulent practice**" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- c) "**collusive practice**" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- d) "**coercive practice**" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;
- e) "**obstructive practice**" is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the

Fund's contractual rights of audit, inspection and access to information.

4.3 The Fund will deny financing of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.

4.4 In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-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 IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund.¹ The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

4.5 In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

4.6 Bidders, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected² by auditors and/or investigators appointed by the Fund.

4.7 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.

4.8 The consultant shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the competition process or, in case the consultant who is awarded the contract, execution of the contract.

**5. SECAP
Performance
Standards**

5.1 The resulting contract will be implemented in a manner consistent with SECAP, available on <https://www.ifad.org/secap>.

**6. Sexual
Harassment,
Sexual
Exploitation
and Abuse**

6.1 The Fund requires that all beneficiaries of IFAD Funding, including the client and any consultants, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, and consistent with IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows:

- a) Sexual harassment means “any unwelcome sexual advance, request for sexual favour or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.

² Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible Prohibited Practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

- b) Sexual exploitation and abuse means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse).

6.2 Clients and consultants shall take all appropriate measures to prevent and prohibit SH and SEA on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Clients and consultants shall immediately report to the client or IFAD any incidents of SH and SEA 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 SH, SEA arising out of or in connection with the performance of the contract.

6.3 The consultant is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.

7. Money laundering and Terrorist Financing

7.1 The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, 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 IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.

8. Qualification and Eligibility of Consultants, Joint Venture and Conflict of Interest

8.1 The qualification and eligibility criteria set out in Section IV will apply to the consultant, including all parties constituting the consultant, for any part of the contract.

8.2 Consultants must satisfy the legal, financial and litigation criteria requirements stated in paragraphs 1.1 to 1.3 of Section IV of this RFP. The proposals of consultants who do not satisfy these requirements will not be evaluated any further.

8.3 In the case where a consultant is, or proposes to be, a joint venture or other association

- a) all members of the joint venture or association must satisfy the legal, financial, litigation, eligibility and other requirements set out in this Section IV;
- b) all members of the joint venture or association will be jointly and severally liable for the execution of the contract; and
- c) the joint venture or association will nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the association if awarded the contract, during contract performance.

8.4 A consultant shall not have any actual, potential or reasonably perceived conflict of interest. A consultant shall declare in the proposal submission form any actual, potential or reasonably perceived interest, regardless of its nature, that affects, may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the selection process and the execution of the contract. A consultant with an actual, potential or reasonably perceived conflict of interest shall be disqualified, unless otherwise explicitly approved by the Fund. The client requires that the consultant holds the project's interests as paramount at all times, strictly avoiding any actual, potential or reasonably perceived conflicts of interest, including actual, potential or reasonably perceived

conflicts with other assignments or their own personal and/or corporate interests, and act without any consideration for any other ongoing or future work. Without limitation on the generality of the foregoing, a consultant, including all parties constituting the consultant and their respective personnel and affiliates, as well as any subcontractors for any part of the contract, and their respective personnel and affiliates may be considered to have an actual, potential or reasonably perceived conflict of interest and disqualified or terminated if they:

- a) have, may have or might reasonably appear to have at least one controlling partner in common with one or more other competing consultants in the process contemplated by this RFP or the execution of the contract; or
- b) have, may have or might reasonably appear to have the same legal representative as another consultant for purposes of this proposal or execution of the contract; or
- c) have, may have or might 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 selection process and the execution of the contract, or influence the decisions of the client regarding the selection process for this procurement or during the execution of the contract; or
- d) participate, may participate or might reasonably appear to participate in more than one proposal in this process; participation by a consultant in more than one proposal shall result in the disqualification of all proposals in which the party is involved; however, this provision does not limit the inclusion of the same sub-consultant, including individual experts, in more than one proposal; or
- e) are themselves, may be or might reasonably appear to be, or have, may have or might reasonably appear to have 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 was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this RFP document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably-perceived conflict stemming

from this relationship has been explicitly authorized by the Fund.

8.6 The following conflict of interest rules shall apply with respect to recruitment of government/client staff within the consultant's proposed team:

- (a) No member of the client's board of directors or current employees of the client (whether part time, or full time, paid or unpaid, in leave status, etc.) shall be proposed or work as, or on behalf of, any consultant.
- (b) Except as provided in sub-clause 8.6(d), no current employees of the government shall work as consultants or as personnel under their own ministries, departments or agencies.
- (c) Recruiting former client or government employees to perform services for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
- (d) If a consultant proposes any government employee as personnel in their technical proposal, such personnel must have written certification from the government confirming that: (i) they will be on leave without pay from the time of their official proposal submission and will remain on leave without pay until the end of their assignment with the consultant and they are allowed to work full-time outside of their previous official position; or (ii) they will resign or retire from government employment on or prior to the contract award date. Under no circumstances shall any individuals described in (i) and (ii) be responsible for approving the implementation of this contract. Such certification shall be provided to the client by the consultant as part of its technical proposal.
- (e) In the case where a consultant seeks to engage the services of any person falling under ITC sub-clauses 8.6(a) – 8.6(d), who may have left the client within a period of less than twelve (12) months of the date of this RFP, it must obtain a written "no-objection" from the client for the inclusion of such a person, prior to the consultant's submission of its proposal.

8.5 A consultant that has been engaged by the client to provide goods, works or services for a project, its personnel and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a consultant hired to provide consulting services for the preparation or implementation of a project, its personnel and any of its affiliates, shall be disqualified from

subsequently providing goods, works or non-consulting services resulting from or directly related to such consulting services for such preparation or implementation.

8.6 A consultant is under an obligation to disclose any situation of actual, potential or perceived conflict of interest that impacts, may impact, or might reasonably appear to be perceived by others to impact, their capacity to serve the best interest of the client. 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 IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations.

8.7 A consultant, all parties constituting the consultants, and any subcontractors for any part of the contract, and their respective personnel and affiliates, will not be any person or entity under a declaration of ineligibility by the Fund for having engaged in prohibited practices as contemplated by ITB clause 4 above. The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

8.8 A consultant, all parties constituting consultant, and any subcontractors for any part of the contract and their respective personnel and affiliates not otherwise made ineligible for a reason described in this ITB Clause 8 will nonetheless be excluded if:

- a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the consultant (including any associates, subcontractors and any respective affiliates) provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under chapter VII of the Charter of the United Nations, the Government prohibits the issuance of a payment.

8.9 Consultants shall provide evidence of their continued eligibility in a manner satisfactory to the client, as the client shall reasonably request.

8.10 If a consultant could derive an unfair competitive advantage from having provided services related to the assignment in question, the

client shall make available to all consultants, together with this RFP, all information that would in that respect give such consultant any unfair competitive advantage over competing consultants.

9. Origin of Goods and Services

9.1 Goods supplied and services provided under the contract may originate from any country, subject to the same restrictions specified for consultants (including their associates, if any), their personnel and sub-consultants set forth in ITC sub-clause 8.8.

B. Contents of RFP

10. Sections of RFP

10.1 This RFP consists of parts 1 and 2, which include all the sections indicated below and should be read in conjunction with any addenda issued in accordance with ITC clause 12.

Part 1 - Proposal and Selection Procedures

- Section I. Letter of Invitation (LOI)
- Section II. Instructions to Consultants (ITC)
- Section III. Proposal Data Sheet (PDS)
- Section IV. Qualification and Evaluation Criteria
- Section V. A. Technical Proposal Forms
- Section V. B. Financial Proposal Forms
- Section VI. Terms of Reference

Part 2 -Conditions of Contract and Contract Forms

- Section VII. Contract Agreement and General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC), Annexes to Contract and Contract Forms
- Section IX. Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

10.2 The client is not responsible for the completeness of this RFP and its addenda if they were not obtained directly from the source stated by the client in this RFP.

10.3 The consultant is expected to examine all instructions, forms, terms, and terms of reference in this RFP. Failure to furnish all information or documentation required by this RFP may result in the rejection of the proposal.

11. Clarification of RFP

11.1 A prospective consultant requiring any clarification of this RFP shall contact the client in writing, or by email or fax at the client's address indicated in the **PDS**. The client will respond to any request for clarification, provided that such a request is received no later than the date indicated in the **PDS** which is prior to the deadline for submission of proposals. The client shall send written copies of the responses, including a description of the inquiry but without identifying its source, to all shortlisted consultants or consultants who have obtained the RFP directly from the client, as the case may be, by the date specified in the **PDS**. Should the clarification result in changes to the essential elements of this RFP, the client shall amend this RFP following the procedure under ITC clause 12.

11.2 The consultant's designated representative is invited to attend a pre-proposal conference, if provided for in ITC 1.4. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage.

11.3 Minutes of the pre-proposal conference, including the text of the questions and answers pertaining to the conference, without identifying the source, shall be transmitted in writing to all shortlisted consultants or consultants who have obtained the RFP directly from the client, as the case may be. Any modification to this RFP that may become necessary as a result of the pre-proposal conference shall be made by the client exclusively through the issue of an addendum following the procedure

under ITC clause 12, and not through the minutes of the pre-proposal conference.

- 12. Amendment of the RFP**
- 12.1 At any time prior to the deadline for submission of proposals, the client may amend this RFP by issuing addenda.
- 12.2 All addenda issued shall be part of this RFP, posted on the client's website, and shall be communicated in writing to all shortlisted consultants or consultants who have obtained the RFP directly from the client, as the case may be.
- 12.3 To give prospective consultants reasonable time in which to take an addendum into account in preparing their proposals, the client may extend the deadline for the submission of proposals at its sole discretion.

C. Preparation of Proposals

- 13. Cost of Proposal**
- 13.1 The consultant shall bear all costs associated with the preparation and submission of its proposal, and the client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.
- 14. Language of Proposal**
- 14.1 If proposals are to be submitted in both English and/or any other language, it shall be so stated **in the PDS** and the English version shall govern.
- 15. Preparation of Proposal**
- 15.1 In preparing their proposal, consultants are expected to examine in detail the documents comprising the RFP. Failure to provide the information requested may result in rejection of a proposal.
- 15.2 While preparing the technical proposal, consultants must give particular attention to the following:
- (a) In the case where there has been no shortlisting of consultants, a consultant may enhance its expertise for the assignment by associating with another consultant. In the case where a consultant is, or proposes to be, a joint venture or other association then it shall be bound by the requirements of ITC 8.3
 - (b) In the case where there has been shortlisting of consultants, if a shortlisted consultant considers that it may enhance its expertise for the assignment by associating with other consultants in a joint venture or sub-consultancy, it may associate with either (a) non-

shortlisted consultant(s), or (b) shortlisted consultant(s) if so indicated in the **PDS**. A shortlisted consultant must first obtain the approval of the client if it wishes to enter into a joint venture with non-shortlisted or shortlisted consultant(s). In case of association with non-shortlisted consultant(s), the shortlisted consultant shall act as the authorized representative of the association. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

- (c) The estimated budget or the estimated number of person-months for key professional personnel envisaged to execute the assignment are indicated **in the PDS**. However, the evaluation of the proposal shall be based on the price relevant to the number of person-months indicated by the consultant in its proposal.
- (d) For assignments based on fixed budget selection (FBS), the available budget is provided **in PDS** ITC 15.2(c), and the financial proposal shall not exceed this budget, while the number of professional staff-months shall be as estimated by the consultant.
- (e) Alternative key professional personnel shall not be proposed, and only one curriculum vitae ("CV") may be submitted for each position indicated in the TOR.

Technical and
Financial
Proposal Format
and Content

15.3 Consultants are required to submit a technical proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section V A. A page is considered to be printed on one side of an A4 paper.

- (a) Information on the consultant's financial capacity is required (form TECH-2A of Section V A) unless otherwise stated in the **PDS**. Information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes is required (form TECH-2B of Section V A). A brief description of the consultants' organization and an outline of recent experience of the consultant and of each associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section V A). For each assignment, the outline should indicate the names of associates or key professional personnel who participated, duration of the assignment, contract amount, and consultant's involvement. Information shall be provided only for those assignments for which the consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the consultant, or that of an associate, but can be claimed by the professional staff themselves in their CVs. Consultants must be

prepared to substantiate the claimed experience, if so requested by the client. The contact information for references of the consultant are required (form TECH-4 of Section V A).

- (b) Comments and suggestions on the terms of reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including administrative support, office space, local transportation, equipment, data, etc. to be provided by the client (form TECH-6 of Section V A).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the technical proposal is provided (form TECH-5 of Section V A). The work plan should be consistent with the work and deliverables schedule (form TECH-9 of Section V A) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed key professional personnel by area of expertise, the position that would be assigned to each person, and their tasks (form TECH-8 of Section V A).
- (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (form TECH-8 of Section V A). The person-months input must be indicated separately for home office and field activities, and for foreign and local professional staff respectively.
- (f) CVs of the key professional personnel signed by the staff themselves and/or by the authorized representative (form TECH-10 of Section V A).
- (g) A detailed description of the proposed methodology and staffing for training, if training is identified in the **PDS** as a specific component of the assignment (form TECH-5 of Section V A).

15.4 The technical proposal shall not include any financial information other than the required information in form TECH-2A (financial capacity of the consultant). A technical proposal containing cost information related to assignment implementation will constitute grounds for declaring the proposal non-responsive.

15.5 The Financial Proposal shall be prepared using the standard forms provided in Section V B of the RFP. It shall list all costs associated with

the assignment, including (a) remuneration for key experts and non-key experts, (b) reimbursable expenses associated with assignment implementation.

16. Taxes

16.1 GCC 19 sets forth the tax provisions of the contract. Consultants must review this clause carefully in preparing their proposals.

17. Only one Proposal

17.1 Consultants shall submit only one proposal as a sole consultancy firm or as a joint venture member. If a consultant participates in more than one proposal, all such proposals shall be disqualified. However, this does not preclude the participation of the same sub-consultants, including individual experts, in more than one proposal.

18. Currencies of Proposal

18.1 Consultants must submit their financial proposals in the currency or currencies specified in the **PDS**. Consultants will be paid in the currency specified in the **PDS**.

19. Period of Proposal Validity

19.1 Proposals shall remain valid for the period specified in the **PDS** after the proposal submission deadline date prescribed by the client. A proposal valid for a shorter period shall be rejected by the client as non-responsive.

19.2 During the period of proposal validity, consultants shall maintain the availability of key professional personnel identified in the proposal. The client will make its best effort to complete negotiations within this period. Should the need arise, however, the client may request consultants to extend the validity period of their proposals. This request shall be made within the original validity period of the proposal. Consultants who agree to such extension shall confirm that they maintain the availability of the key professional personnel nominated in the proposal, or in their confirmation of extension of validity of the proposal, consultants could submit new key professional personnel in replacement. In such case, a replacement key expert shall have equal or better qualifications and experience than those of the originally proposed key expert. The technical evaluation score, however, will be based on the evaluation of the CV of the original key expert. Consultants who do not agree have the right to refuse to extend the validity of their proposals.

D. Submission and Opening of Proposals

20. Sealing and Marking of Proposals

20.1 The following applies to the “original” of the technical proposal, and of the financial proposal. The “original” shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person signing the proposal must initial such corrections, as well as initial each page of the relevant “original”. The submission letters for the technical proposal and for the financial proposal should respectively be in the format shown in (form TECH-1) and (form FIN-1).

20.2 If required in the **PDS**, the authorized representative of the consultant signing the “original” of the technical and the financial proposals shall provide within the technical proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the “original” on behalf of the consultant, and its associates. The signed technical proposals and the signed financial proposals shall be clearly marked “original”.

20.3 Copies of the technical proposal and the financial proposal shall be made, in the number stated in the **PDS**, and each shall be clearly marked “copy”. If discrepancies are found between the original and any of the copies of the relevant documents, then the “original” shall govern. If consultants have the option of submitting proposals electronically, this shall be stated in the **PDS**.

20.4 The “original” and each “copy” of the technical proposal shall be placed in a sealed envelope/parcel clearly marked “technical proposal”. Similarly, the “original” and each “copy” of the financial proposal shall be placed in a separate sealed envelope/parcel clearly marked “financial proposal”.

20.5 Each envelope/parcel shall bear the name and address of the client as stated in the **PDS**, the name and address of the consultant (in case they may have to be returned unopened), and the name and reference number of the assignment as stated in **PDS** ITC 2.3.

20.6 In addition, the envelope/parcel containing the original and copies of the financial proposal shall be marked with a warning “do not open with the technical proposal”. If the financial proposal is not submitted in a separate sealed envelope/parcel duly marked as indicated above, this will constitute grounds for rejecting the proposal.

20.7 The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment and its

reference number, and be clearly marked with the statement indicated in the **PDS** and bear the name and address of the client as stated in **PDS** ITC 20.5. The client shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for proposal rejection.

21. Deadline for Submission of Proposals

21.1 Proposals must be received by the client before the submission deadline specified **in the PDS**.

21.2 A consultant may withdraw, substitute, or modify its proposal prior to the deadline for the submission of proposals by sending a written notice duly signed by the consultant's authorized representative to the client's address indicated in PDS 20.5. The enclosures of the corresponding substitution or modification of the proposal must accompany the respective written notice. All notices must be:

- (a) clearly marked "withdrawal," "substitution," or "modification";
- (b) received by the client prior to the deadline stipulated for submission of proposals;
- (c) sent directly as electronic submissions to the file request link or if submitting in hard copy to the address indicated in PDS 20.5; and be
- (d) in pdf or word format and in the same number of original and copies as the original proposal.

21.3 Proposals requested to be withdrawn shall remain unopened. No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified in this RFP.

21.4 The client may, at its discretion, extend the deadline for the submission of proposals by amending this RFP in accordance with ITC 12, in which case all rights and obligations of the client and the consultants previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

22. Late Proposals

22.1 Any proposals received by the client after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the consultant.

23. Proposal Opening

23.1 The client shall open the outer envelopes/cartons in a public meeting at the address, date and time specified in the **PDS** as soon as possible after the deadline for submission and sort the proposals into technical proposals or financial proposals as appropriate. The client shall ensure that the financial proposals remain sealed and securely stored until such time as the public opening of financial proposals takes place.

E. Evaluation of Proposals

24. Confidentiality

24.1 Information relating to the evaluation of proposals and recommendations of contract award shall not be disclosed to consultants or any other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any consultant of confidential information related to the process may result in the rejection of its proposal or may invalidate the entire procurement process.

24.2 Any attempt or effort by a consultant to influence the client in the examination, evaluation, and ranking of proposals or contract award decisions may result in the rejection of its proposal and may subject the consultant to sanctions and remedies including debarment by IFAD as per ITB clause 4 in addition to sanctions imposed by the government and/or the client.

25. Clarification of Proposals

25.1 To assist in the examination and evaluation of proposals, the client may, at its discretion, ask any consultant for clarification of its proposal. Any clarification submitted by a consultant that is not in response to a request by the client shall not be considered. The client's request for clarification and the consultant's response shall be in writing. No change in the prices or substance of the proposal shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the client in the evaluation of the proposals.

25.2 If a consultant does not provide clarifications of its proposal by the date and time set in the client's request for clarification, its proposal may be rejected.

26. Evaluation of Technical Proposals

26.1 The client's technical evaluation committee (TEC) 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 in Section IV. Each responsive proposal will be given a technical score (St). A proposal may be rejected at this stage if it does not respond to the RFP or if it fails to achieve the minimum technical score indicated in the **PDS**.

26.2 In exceptional circumstances, if none of the scores awarded by the TEC reach or exceed the minimum technical score (St), the client, subject to IFAD no-objection, reserves the right to reject all proposals and to invite a new competition. The new competition shall be based on a new shortlist of consultants to be established through a "request for expression of interest" and may include adjustments to the TOR of the assignment and/or relevant contract parameters, as appropriate. The new TOR, shortlist and RFP shall be subject to IFAD's no-objection.

26.3 In case no shortlisting has taken place, the consultant's financial capability to mobilize and sustain the services is critical and additional evidence must be provided by the consultant, if so requested by the client. In its proposal, the consultant is required to provide information on its financial and economic status unless otherwise stated in PDS ITC 15.3(a). The information required must be provided using the form TECH-2A.

26.4 A consultant that fails to demonstrate through its financial records that it has the economic and financial ability to perform the required services as described in the respective terms of reference shall be disqualified. In the circumstance of a disqualification the technical proposal will not be evaluated further and the financial proposal shall be returned unopened.

26.5 The client, at its discretion, may ask for clarifications or additional information regarding the information provided in form TECH-2A.

26.6 The outcome of the financial capacity evaluation is a clear "yes" or "no". Any consultant that receives a "no" shall not be evaluated further and its financial proposal shall be returned unopened. The proposals that receive a "yes" at this stage will be evaluated further according to the technical scoring methodology described in Section IV.

27. Evaluation of Financial Proposals

Financial
Proposals (only
for QBS)

27.1 Following the ranking of technical proposals, and after receiving a “no objection” from IFAD (if applicable), when selection is based on quality only (QBS), the first ranked consultant with financial records proving that it has the economic and financial ability to perform the required services as described in the respective terms of reference will be invited to negotiate its technical and financial proposals and the contract in accordance with the instructions given under ITC clauses 29 and 30.

Financial
Proposals (only
for QCBS, FBS,
LCS)

27.2 Following completion of the evaluation of technical proposals, and after receiving a “no objection” from IFAD (if applicable), the client shall inform the consultants who have submitted proposals of the technical points (total score only) assigned to each consultant. The client shall simultaneously notify the consultants that have secured at least the minimum qualifying mark and with financial records proving that they have the economic and financial ability to perform the required services as described in the respective terms of reference of the date, time, and place set for opening the financial proposals and notify them that their attendance at the opening of the financial proposals is not mandatory. The financial proposal opening shall take place at the location indicated in the **PDS**. The notification shall also advise those consultants whose technical proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their financial proposals will be returned unopened after the client has completed the selection process.

27.3 The client shall open the financial proposals in a public meeting at the address, date and time specified in the notification described in ITC sub-clause 27.2. All financial proposals will first be inspected to confirm that they have remained sealed and unopened. Only the financial proposals of those consultants who met the minimum qualifying mark following the technical evaluation stage and with financial records proving that they have the economic and financial ability to perform the required services as described in the respective terms of reference will be opened. The Technical Score (St) and only the total proposal price, as stated in the financial proposal submission form (form FIN-1) shall be read out aloud and recorded. A copy of the record shall be posted on the client’s website.

27.4 The financial evaluation of proposal prices shall take into account the taxes that will be imposed on the consultant in the borrower/recipient’s country unless otherwise indicated **in the PDS**. In time-based contracts, the client shall correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the technical

proposal but not priced, shall be priced and added to the price of the respective consultant. Also in the case of time-based contract, where an activity or line item is quantified differently in the financial proposal from the technical proposal, the financial proposal shall be adjusted accordingly to reflect the prices and quantities specified in the technical proposal. If a lump-sum contract form is included in the RFP, the consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made and the consultant will be bound to deliver the services as described in its technical proposal. If consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes indicated in the **PDS** using the selling rates of exchange, source and date indicated in the **PDS**.

27.5 For Quality and Cost Based Selection (QCBS), 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 indicated in Section IV: Qualification and Evaluation Criteria. 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; F = the weight given to the financial proposal; T + F = 100%) indicated in the PDS. $S = St \times T\% + Sf \times F\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations in accordance with ITC clauses 29 and 30, after receiving a “no objection” from IFAD (if applicable) on the combined technical and financial evaluation report.

27.6 In the case of Fixed-Budget Selection (FBS), the client will select the firm that submitted the highest ranked technical proposal within the stipulated budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), the client will select the lowest priced proposal among those that passed the minimum technical score. In both aforementioned selection methods, the evaluated proposal price according to ITC sub-clause 27.4 shall be considered, and after receiving a “no objection” from IFAD (if applicable) on the combined technical and financial evaluation report, the selected firm shall be invited for negotiations in accordance with ITC clauses 29 and 30.

27.7 Prior to submission for IFAD's no-objection, the client shall conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of the client. The consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the client may also verify any information provided on the

TECH forms submitted in the proposal. A negative determination in the post-qualification could lead to the rejection of the proposal and the client may, at its discretion, move to invite the next-ranked consultant for negotiation.

**28. Past
Performance
and
Reference
Check**

28.1 The client reserves the right to check the performance references provided by the consultant or to use any other source at the client's discretion. A negative determination by the client on the consultant's record of performance in prior contracts, especially when the invitation was based on prior list, may be a reason for disqualification of the consultant, or lowering the related evaluation score of the consultant relevant to past experience, at the discretion of the client.

F. Award of Contract

**29. Notice of
Intent to
Award**

29.1 After the completion of the evaluation report and having obtained all the necessary internal approvals and IFAD's no-objection as per the IFAD 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 protest and the resolution of any 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.

29.2 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 selection process. The client shall promptly respond in writing to any unsuccessful consultant who, after receiving notification of the selection results, makes a written request for a debriefing or submits a protest as provided in the IFAD Procurement Handbook.

**Protests and
Appeals**

29.3 Consultants may protest the results of a procurement only according to the rules established in the module M of the IFAD Procurement Handbook. In case the number of days for

- (i) filing the protests;
- (ii) automatic lifting of the suspension; and
- (iii) the issuance of the written decision;

are different from the ones mentioned in module M; then the number of days indicated in the **PDS** shall prevail for each step. In case of an

appeal, the level 2 authority referred to in module M of the IFAD Procurement Handbook is identified in the **PDS**.

30. Invitation to Negotiations and proceedings

30.1 Upon the expiry of the period for submission of protests and appeals and when all protests and appeals have been resolved, as applicable, the client shall send an invitation to negotiations to the successful consultant. Negotiations will be held on the date and at the address indicated **in the PDS**. The invited consultant (who is invited via the notification of award) 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.

Technical Negotiations

30.2 Negotiations will commence with a discussion of the technical proposal, including (a) proposed technical approach and methodology, (b) workplan, (c) organization and staffing, and (d) any suggestions made by the consultant to improve the terms of reference.

30.3 The client and the consultant will then finalize the terms of reference, assignment's implementation methodology including staffing schedule, work schedule, logistics, reporting and other necessary adjustments to the consultant's technical proposal. These documents will then be incorporated in the contract under "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the client to ensure satisfactory implementation of the assignment. The client shall prepare minutes of negotiations which will be signed by the client and the consultant, and become an annex to the contract.

Financial Negotiations

30.4 It is the responsibility of the consultant, before starting financial negotiations, to determine the relevant local tax amount to be paid by the consultant under the contract. In no event shall the client be responsible for the payment or reimbursement of any taxes. The

Availability of Professional Staff/Experts	<p>financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates in all selection methods except for QBS.</p> <p>30.5 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional personnel, the client expects to negotiate a contract on the basis of those personnel named in the technical proposal.</p>
Conclusion of the Negotiations	<p>30.6 During contract negotiations, the client will not consider substitution of any key professional personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the personnel. If this is not the case and if it is established that any key professional personnel were offered in the proposal without confirming their availability, the consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.</p> <p>30.7 Negotiations will conclude with a review of the draft contract and annexes, following which the client and the consultant will initial the agreed contract. If negotiations fail, the client will invite the consultant whose proposal received the second highest score to negotiate a contract.</p>
31. Notice of Contract Award	<p>31.1 Following securing IFAD no-objection to the negotiated contract, the client shall issue the notice of award to the successful consultant and sign the contract. The client shall publish on the IFAD website and at UNDB online, the results identifying the procurement, the name of the winning consultant and the price, duration, and summary scope of the contract.</p>
32. Return of Unopened Financial Proposals	<p>32.1 After contract signature, the client shall return the unopened financial proposals to the unsuccessful consultants at the cost and request of the consultant.</p>
33. Commencement Dates	<p>33.1 The consultant is expected to commence the assignment on the date and at the location specified in the PDS.</p>

Section III. Proposal Data Sheet (PDS)

General	
ITC 1.1	<p>e) "Client" <i>Aquaculture Business Development programme (ABDP)</i>, is the entity designated by the government to sign and manage the resulting contract.</p> <p>n) "government" means the Government of <i>Kenya</i>.</p> <p>w) "project" means <i>Aquaculture Business Development programme (ABDP)</i></p>
ITC 2.1	The method of selection is the <i>Least Cost Selection (LCS)</i> method.
ITC 2.3	<p>The name of the assignment is: <i>Provision of Cage Fish off taking service and supply of associated inputs in Kisumu County</i></p> <p>Reference number of the assignment is: <i>KEN-2000001132-0350-CS-LCS</i></p>
ITC 2.4	A pre-proposal conference will be held at ABDP Regional Office, Pipeline Road, Kisumu on 19th December 2025 at 1100hrs . Attendance is strongly advised for all prospective consultants or their representatives but is not mandatory.
ITC 2.5	The client will provide the following inputs and facilities: assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports
Contents of the RFP	
ITC 3.1	The National Treasury Kenya has received (or in appropriate cases "has applied for") a financing from the International Fund for Agricultural Development ("the Fund") in various currencies equivalent to 14.9 Million USD towards the cost of ABDP, and intends to apply a portion of the proceeds of this loan/grant to eligible payments under this contract.
ITC 11.1	<p>Clarifications may be requested by e-mail not later than 16th December 2025 so that responses can be issued to all consultants not later than 19th December 2025.</p> <p>The address for requesting clarifications is: <i>Aquaculture Business Development Programme</i> Att.: Samuel Muthui, Procurement Specialist Address: IFAD Building Kamakwa Road Nyeri Email: procurement@abdpku.org</p>
Preparation of Proposals	
ITC 14.1	The proposal shall be written in English

ITC 15.2(b)	There is no shortlist so <i>may</i> associate with other consultants.
ITC 15.3(a)	Information on the consultant's financial capacity <i>is</i> required (form TECH-2A of Section V A).
ITC 15.3(g)	Training <i>is</i> a specific component of this assignment.
ITC 18.1	The currency(ies) of the proposal shall be as follows: <i>Kenya shillings</i> . The currency(ies) of the payment shall be as follows: <i>Kenya shillings</i>
ITC 19.1	Proposals must remain valid for 120 days after the deadline for the submission of proposals specified in PDS ITC 21.1.
Submission and Opening of Proposals	
ITC 20.2	Written power of attorney <i>is</i> required.
ITC 20.3	If submitting a hard copy: a consultant must submit one (1) original and one (1) copy of both the technical proposal and the financial proposal in two separate envelopes, in the language(s) specified in PDS ITC 14.1. In addition, one copy each of the technical and the financial proposal shall be an electronic copy saved on a CD, DVD or flash drive enclosed with the financial proposal. In addition to PDF files, consultant must also provide both technical and financial proposals in an MS Word and Excel formats for the ease of review during the evaluation process; in case of inconsistencies, the hard copies will govern. Consultants <i>do not have</i> the option of submitting their proposals electronically.
ITC 20.5	If submitting in hard copy, the address for the submission of proposals is: Aquaculture Business Development Programme ABDP Regional Office, off Pipeline Road, Kisumu P.O BOX 1084- 40100 Kisumu Att: Programme Coordinator Email: procurement@abdpcu.org
ITC 20.7	Ensure the outer label (or carton) of the proposal includes this statement: "Do not open before 1100hrs EAT, on 5th January 2026 . In addition it must be addressed to the client's name and address as per ITC PDS 20.5
ITC 21.1	Proposals must be submitted no later than 1100hrs EAT, on 5th January 2026 .
ITC 23.1	The proposal opening shall take place at ABDP Regional Office, off Pipeline Road opposite Kenya fisheries Service Kisumu at 1100hrs EAT, on 5th January 2026.
Evaluation of Proposals	

ITC 26.1	The minimum technical score (St) required to pass is 70 out of 100 possible points. For detailed scoring criteria, see Section IV.
ITC 27.2	The date, hour and place for opening the Financial Envelopes of the proposals that passed the minimum technical score requirement shall be communicated in due time by the client.
ITC 27.4	Taxes payable by the consultant in the borrower/recipient's country shall be presented separately in its financial proposal and the client shall evaluate the consultant's proposal price inclusive . The single currency used for evaluation purposes is: Kenya shillings The source of official selling exchange rates for evaluation purposes is: N/A
ITC 27.5	The weight given to the technical proposal, N/A The weight given to the financial proposal, N/A
Award of Contract	
ITC 29.3	The number of days indicated in module M of the IFAD Procurement Handbook shall prevail For either option, Appeals shall be filed with the following Public Procurement Regulatory Authority
ITC 30.2	The expected date for contract negotiations is expected to be within 20 days after the opening of the financial proposals and will be held at ABDP Regional Office, Pipeline Road, Kisumu opposite Kenya fisheries Service offices.
ITC 33.1	The expected date for commencement of the services is 1 st March 2026 and the location is Kisumu County.

Section IV. Qualification and Evaluation Criteria

1.1 Legal Status

Each entity forming the consultant shall attach to form TECH-1 a copy of its letter of incorporation (registration), or other such document, indicating its legal status. In the event the consultant is an association of entities, the consultant shall include any other document showing that it intends to associate, or it has associated with, the other entity or entities that are jointly submitting a proposal. Each associate or member must provide the documents required in form TECH-1 as annex.

1.2 Financial Criteria

If required by PDS ITC 15.3(a), the consultant shall provide evidence showing that it has the sufficient financial capacity needed for this contract, as required in form TECH-2A. Each associate or member must provide the information required in TECH-2A.

1.3 Litigation Criteria

The consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the consultant over the last five (5) years, as indicated in form TECH-2B. A consistent history of court/arbitration decisions against the consultant or existence of ongoing high value disputes may lead to the rejection of the proposal. Each associate or member must provide the information required in TECH-2B.

1.4 Evaluation Criteria

A proposal will be rejected if it does not earn a total minimum score identified in PDS 26.1. A proposal may be rejected, at the discretion of the client, if the firm does not satisfy the mandatory criteria as per table below.

The consultant will be rejected if its proposal does not clearly demonstrate that it meets the following minimum mandatory criteria:

Ref	Item
Mandatory Criterion 1	<ol style="list-style-type: none">1. <i>Company Registration</i>2. <i>Tax compliance</i>3. <i>Power of attorney</i>4. <i>Manufacturer authorization for feed</i>5. <i>Hatchery authentication certificate from Hatchery where fingerlings will be sourced</i>6. <i>Feed compliance test certificate from KeBS</i>

The client shall use the following criteria and sub-criteria in scoring the technical proposal of each consultant (ITC 26.1)

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.				
S/No.	Thematic Area	Aspect	Requirement	Score
1	Technical Aquaculture Qualifications	General Experience	Demonstrated operational experience in the aquaculture industry especially in cage aquaculture in the last 5 years. 5 or more years : Max % Score =5 3-4 Years: Max % Score =4 1-2 Years: Max % Score = 2 No experience: Max % Score = 0	5%
		Operational Presence	Operational presence with an established cage aquaculture production base in the local project area in at least one of the riparian counties. Present in any riparian county: Max % Score = 10 No presence: Max % Score = 0	10%
		Reputation	Positive reputation within the aquaculture community and among farmers. (recommendation letter from the County and BMUs Management confirming good relationship with the community) 3 or more recommendations : Max % Score =8 2 Recommendations : Max % Score =4 1 Recommendation: Max % Score = 2 No Recommendation: Max % Score = 0	8%
		Fish handling capacity	Aquaculture facilities and demonstrated capacity for fish harvesting, cold storage and distribution for minimum of 5 tonnes of fish per day 5 or more tonnes: Max % Score =8 3-4 tonnes : Max % Score =6 1-2 tonnes: Max % Score = 4 No storage: Max % Score = 0	8%
		Human Resource	An Aquaculture Technical Expert with a minimum of Bachelor's degree in Fisheries, Aquaculture, or a related relevant field and 5+ years of	3%

			<p>experience in aquaculture production and management</p> <p>a) Degree in Aquaculture or a related relevant field: Max % Score = 1 No Degree: Max Score = 0</p> <p>b) 4-5 Years Experience: Max% score = 2 1-3 Year Experience: Max % Score = 1 No Experience: Max % Score = 0</p>	
			<p>An Agribusiness Expert with a Bachelor's degree in Agribusiness, or a related relevant field and 3+ years of experience in marketing and logistics</p> <p>a) Degree in Agribusiness or a related relevant field : Max % Score = 1 No Degree: Max Score = 0</p> <p>b) 3 Years Experience: Max% score = 2 1-2 Years Experience: Max % Score = 1 No Experience: Max % Score = 0</p>	3%
			<p>An Aquaculture Technician with a minimum of Certificate in Fisheries, Aquaculture, or a related relevant field and 1+ years of experience in aquaculture production and management</p> <p>c) Certificate in Aquaculture or a related relevant field: Max % Score = 1 No Certificate: Max Score = 0</p> <p>d) 1 Year Experience: Max% score = 2 No Experience: Max % Score = 0</p>	3%
Sub-total				40%
2	Sustainability of the	Input Supply	Demonstrated experience in	10%

	model Qualifications	Chain Management	<p>sourcing and distributing aquaculture inputs at a scale of 1 million fish post-fingerlings and 2 tonnes fish feeds at per cycle.</p> <p>a) 1 million or more fish post-fingerlings: Max% score = 5</p> <p>Less than a million fish post-fingerlings: Max% score = 0</p> <p>b) 2 or more tonnes fish feeds: Max% score = 5</p> <p>Less than 2 tonnes fish feeds : Max% score = 0</p>	
		Credit Scheme Management	<p>Experience in designing and/or managing input credit schemes for smallholder farmers, including recovery mechanisms</p> <p>Demonstrated Experience: Max% score = 10</p> <p>No Experience: Max % Score = 0</p>	10%
		Market Development	<p>Demonstrated ability to establish and manage buy-back arrangements or market linkages for aquaculture products. At least one buy-back contract successfully executed.</p> <p>One Buy-back contract or more: Max% score = 10</p> <p>No Buy-back Contract: Max % Score = 0</p>	10%
		Future support to farmers	<p>Adequacy of the proposed future support to farmers in terms of access to inputs, technical assistance, access to finance and markets beyond the programme period.</p> <p>Outlined access to input: Max % Score = 4</p> <p>Outlined Technical Assistance: Max % Score = 2</p> <p>Outlined access to finance: Max % Score = 2</p> <p>Outline access to market : Max % Score</p>	10

Section IV Qualification and Evaluation Criteria

The provision of cage fish off taking service and supply of associated inputs in Kisumu county REF KEN-2000001132-0350-CS-LCS

			= 2	
		Competitiveness of prices offered to farmers	Indicative price bidder is willing to offer per Kg of fish produced Less than 200 Kes/Kg: Max % Score = 0 200-300 Kes/Kg: Max % Score = 2 301-400 Kes/Kg: Max % Score = 5	5%
Sub-total				45%
3	Financial Capacity	Turnover	Demonstrated financial capacity to procure and supply inputs and to fulfil buy-back commitments. Turnover of KES 20 million per year. Turnover of 20m or more: Max% score = 10 Turnover of less than 20m: Max % Score = 0	10%
		Partnership with Financial Institutions	Existing Financial agreements with lending institutions in contract with farmers. (At least one agreement in the last 5 years(reference letter from a financial institution required) One or more reference letters: Max% score = 10 No reference letter: Max % Score = 0	5%
Sub-total				15%
TOTAL				100%
Required Pass mark: 70%				

1.5 Qualification Table

Documents needed to be submitted by the consultant in order to establish the Qualifications of the Consultant are indicated in the rightmost column.

Factor	1.5.1 ELIGIBILITY						
	Requirement	Consultant				Sub-Consultant	Documentation Required
		Single Entity	Joint Venture or Association		At least one member		
			All members combined	Each Member			
1.5.1.1 Qualification and Eligibility	In accordance with ITC 8	Must meet requirement	Existing or intended joint venture or other association must meet requirement	Must meet requirement	N/A	Must meet requirement	TECH-1 including attachments
1.5.1.2 Conflict of Interest	No conflicts of interests as described in ITC 8 unless the conflict of interest has been mitigated and the mitigation is approved by IFAD.	Must meet requirement	Existing or intended joint venture or other association must meet requirement	Must meet requirement	N / A	Must meet requirement	TECH-1 including attachments

Factor	1.5.1 ELIGIBILITY						
	Requirement	Consultant					Documentation Required
		Single Entity	Joint Venture or Association			Sub-Consultant	
			All members combined	Each Member	At least one member		
1.5.1.3 Ineligibility and Debarment	Not having been declared ineligible based on any of the criteria set forth in ITC 8	Must meet requirement	Existing or intended joint venture or other association must meet requirement	Must meet requirement	N/A	Must meet requirement	TECH-1 including attachments

The consultant shall provide the information requested in the corresponding information sheets included in Section V Proposal Forms to establish that the consultant meets the requirements established below. Sub-consultants that are included in the consultant's proposal shall not be replaced without the client's prior permission.

Factor	1.5.2 HISTORICAL CONTRACT NON-PERFORMANCE						
	Requirement	Consultant					Documentation Required
		Single Entity	Joint Venture or Association			Sub-Consultant	
			All members combined	Each member	At least one member		
1.5.2.1 Pending Litigation	All pending proceedings, litigation, arbitrations, actions, claims, investigations or disputes, in total, shall not represent more than ten percent (10%) of the consultant’s net worth.	Must meet requirement by itself, including as member of past or existing joint venture or other association (not mandatory if in the past was as a member of a joint venture or other association with less than 20% role in the contract).	N/A	Must meet requirement by itself or as member of past or existing joint venture, or other association (not mandatory if in the past was as a member of a joint venture or other association with less than 20% role in the contract).	N/A	Must meet requirement by itself or as a sub-consultant to a prime, or member of past or existing joint venture, or other association (not mandatory if in the past was as a member of a joint venture or other association with less than 20% role in the contract).	Form TECH-2B

Factor	1.5.3 FINANCIAL SITUATION						
Sub-Factor	Requirement	Consultant					Documentation Required
		Single Entity	Joint Venture			Sub-Consultant	
			All members combined	Each member	At least one member		
1.5.3.1 Historical Financial Performance	Submission of evidence to the consultant’s financial capacity to mobilize and sustain the services	Must meet requirement	N/A	Must meet requirement	N/A	N/A	Form TECH-2A, TECH-2B and form TECH-4
1.5.3.2 Financial Resources	The consultant must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	N/A	Form TECH-2A, TECH-2B and form TECH-4

Factor	1.5.4 EXPERIENCE						
Sub-Factor	Requirement	Consultant					Documentation Required
		Single Entity	Joint Venture			Sub-Consultant	
			All members combined	Each member	At least one member		
1.5.4.1 Organization Capability and Technical Experience	specific areas of TOR(staff)	Must meet minimum requirement	Must meet minimum requirement	N/A	N/A	N/A	Form TECH-3 / form TECH-6
1.5.4.2 General & Specific Experience	specific areas of TOR	Must meet minimum requirement	Must meet minimum requirement	N/A	Must meet each discrete requirement	Must meet at least one specialized requirement	Form TECH-4

Section V. A. Technical Proposal Forms

Disclosure in these technical forms of any proposed prices will constitute grounds for declaring the proposal non-responsive; see ITC sub-clause 15.4.

[Comments in brackets on the following pages serve to provide guidance for the preparation of the technical proposal and therefore should not appear on the technical proposal to be submitted.]

Form TECH-1. Technical Proposal Submission Form	46
Form Tech-2A . Financial Capacity of the Consultant	50
Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant	51
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Form TECH-10. Curriculum Vitae (CV) for Proposed Key Professional Personnel.....	60

Form TECH-1. Technical Proposal Submission Form

[Location, date]

To: [The client]

Address:

Ladies and Gentlemen:

Re: [insert title of assignment] RFP Ref: [insert reference as shown on cover page]

1. We, the undersigned, offer to provide the services for the above-mentioned assignment in accordance with your Request for Proposal (RFP) dated [insert date], any addenda issued thereto and our proposal.
2. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal, each sealed in separate and clearly marked envelope/parcel.
3. We are submitting our proposal in association with:

[insert a list with full name and address of each associated consultant, otherwise delete this clause]
4. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund 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")³ in accordance with ITB clause 4, beyond those declared in paragraph 12 of this technical proposal submission form.
5. We are attaching herewith information to support our eligibility in accordance with Section IV of the RFP.
6. If negotiations are held during the initial period of validity of the proposal, we undertake to negotiate on the basis of the nominated key professional personnel.

³ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

7. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations, and we undertake, if our proposal is accepted, to initiate the services related to the assignment not later than the date indicated in this RFP.
8. We acknowledge and accept the IFAD 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 ITB clause 4. Further, we acknowledge and understand our obligation to report to anticorruption@ifad.org any allegation of prohibited practice that comes to our attention during the selection process or the contract execution. As part of this, we certify that:
 - (a) The price of our proposal has been arrived at independently, without any consultation, communication, or agreement with any other party, including another consultant or competitor, or for the purpose of restricting competition, relating to:
 - (i) those prices;
 - (ii) the intention to submit an offer; or
 - (iii) the methods or factors used to calculate the prices offered.
 - (b) The prices in our proposal have not been and will not be knowingly disclosed by us, directly or indirectly, to any other consultant or competitor before the opening of the financial proposals unless otherwise explicitly required by law; and
 - (c) 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.
9. We acknowledge and accept the IFAD 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, as provided in ITB Clause 6. Further, we acknowledge and understand our obligation to report to ethicsoffice@ifad.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 creation of the proposal 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

If none has been paid or is to be paid, indicate "none."

11. We declare that neither our 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 ITB Clause 8.4 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 selection process or contract execution.
12. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on our 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, 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".

13. We acknowledge and understand that we shall promptly inform the client about any material change regarding the information provided in this 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, the termination of the contract and any other sanction as applicable under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.
15. We understand that this proposal, together with your written preliminary acceptance thereof included in your Notification of Intent to Award, shall only constitute a binding contract between the firm and the client subject to successful negotiations and the preparation and execution of the appropriate contract.
16. 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.

17. We understand and accept without condition that any protest to the process or results of this competition process may be brought only through the procedures defined in ITC clause 29.3.
18. We understand you are not bound to accept any proposal that you may receive.

Yours sincerely,
[authorized signatory]

*[name and title of
signatory]
[name of consultant]*

[address of consultant]

Annexes:

1. Power of attorney (if required) demonstrating that the person signing has been duly authorized to sign the proposal on behalf of the consultant and its associates;
2. Letter(s) of incorporation (or other documents indicating legal status); and
3. Joint venture or association agreements or the letter of intent to enter into such a JV signed by the authorized representatives of all the members of the JV (if applicable, but without showing any financial proposal information).
4. *[Other documents required in PDS]*

Form Tech-2A. Financial Capacity of the Consultant

The client reserves the right to request additional information about the financial capacity of the consultant. A consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required services may be disqualified.

[To client—include this section if applicable]:

The consultant's financial capacity to mobilize and sustain the services may be important for specific types of services in which the consultant is required to pre-finance significant expenses in advance of receiving payment from the client. Under these circumstances, an evaluation of financial capacity will be included in the request for proposals in addition to the qualitative assessment conducted through form Tech-4. Form Tech-2A will include requirements on the documentation required to assess financial capacity. The types of documentation required will vary according to the country context, the type of services being solicited, and the extent of the financial capacity demanded within the assignment. Examples of possible documentation required are as follows, but may be supplemented by other types of documents determined by the client as long as the requirements are reasonable and relevant to the financial capacity demanded of the services being solicited:

- Audited financial statements for the last three (3) years, supported by audit letters.
- Certified financial statements for the last three (3) years, supported by tax returns.
- Evidence of financing dedicated for the implementation of the services as attested by an authorized representative of the consultant.

Failure to submit either of the documents as evidence of financial capacity will result in the rejection of the proposal.

If the proposal is submitted by a joint venture, all parties of the joint venture are required to submit the financial capacity information requested. The reports should be submitted in the order of the associate's significance in the joint venture, greatest to least.

The client reserves the right to request additional information about the financial capacity of the consultant. A consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required services may be disqualified.

Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant

[Provide information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes over the last five (5) years as shown in the form below. Each member of the JV shall fill a separate form]

The consultant, or a related company or entity or affiliate, has been involved in any proceeding, litigation, arbitration, action, claim, investigation or dispute within the past five (5) years: No:_____ Yes:_____ (See below)

Litigation, Arbitration, Actions, Claims, Investigations, Disputes During Last Five (5) Years

Year	Matter in Dispute	Value of Award Against Consultant in US\$ Equivalent
------	-------------------	--

Form TECH-3. Organization of the Consultant

[Provide a brief description of the background and organization of your firm/entity and of each associated firm for this assignment. Include the organization chart of your firm/entity. The proposal must demonstrate that the consultant has the organizational capability and experience to provide home office project management of the contract as well as the necessary administrative and technical support to the consultant's project team in country. The proposal shall further demonstrate that the consultant has the capacity to field and provide experienced replacement personnel on short notice.]

[Maximum 5 pages per each JV member]

Form TECH-4. Experience of the Consultant

Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under the terms of reference included in this RFP. The proposal must demonstrate that the consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

[Each JV member shall fill a separate form]

[Maximum 5 related/similar assignments]

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of client:	Total No. of staff-months of the assignment:
Email and phone of references of the client:	Provide contact information for at least three (3) references that can provide substantial input about (1) the type of work performed by you and (2) the quality of the work. For each reference, list a contact individual, their title, address, phone and e-mail address:
Client address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name and profile of proposed 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:	
Narrative description of the project's mobilization demands and how your firm managed that mobilization's administrative, logistical and financial requirements:	
Description of actual services provided by your staff within the assignment:	

Name of firm: _____

Form TECH-5. Description of Approach, Methodology and Work Plan for Performing the Assignment

[Note to client: this is a model for illustrative purposes only. The instructions and the content required of the consultant must be adapted by the client based on the objectives of the procurement and the evaluation criteria.]

In this section, the consultant should provide a comprehensive description of how it will provide the required services in accordance with the terms of reference (TOR) included in this RFP. Information provided must be sufficient to convey to the technical evaluation committee that the consultant has an understanding of the challenges in performing the required services and that it has an approach, methodology and work plan suitable to overcome those challenges.

Your technical proposal should be divided into the following three (3) 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. Also comment here on any specialized equipment and/or software of which may be necessary to perform the scope indicated in the terms of reference.

(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 and deliverables schedule of form TECH-9.

(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.

Note: Where the terms of reference includes tasks relevant to gender and social inclusion, the proposal should explicitly address how the consultant will perform these tasks in the technical approach, and methodology, work plan, organization and staffing. We recognize that this type of expertise and experience may be outside of the normal work of some Consultants offering proposals, and thus call special attention to the importance of an adequately inter-disciplinary proposal and staffing plan.



[Maximum 25 pages, including charts and diagrams]

Form TECH-6. Comments and Suggestions on the Terms of Reference & Assignment

The client welcomes comments and suggestions to improve the assignment to provide a better value for money. These comments and suggestions shall not be used for evaluation purposes, but may be discussed during negotiations. The client is not bound to accept anything proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change.

[Maximum 5 pages]

A: On the terms of reference

[Present and justify here any modifications or improvements 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).]

B: On the staff and facilities

[Comment here on the staff and facilities to be provided by the client.]

Form TECH-7. Team Composition and Task Assignments

Key Professional Personnel				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned

Form TECH-8. Staffing Schedule (Key Professional Personnel and Support Staff)

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

1. For key professional personnel, the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each personnel, indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the consultant's home office.

Full Time		Part Time	
-----------	--	-----------	--

Form TECH-9. Work Schedule and Deliverables Schedule

	Task	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
3													
4													
5													
6													
N	And so on												
	Deliverable												
1													
2													
3													
N	And so on												

[Indicate all main activities of the assignment, including deliverables and other milestones, such as the client approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format (to be further completed by the consultant based on the TOR requirements) that shall be used by the consultant as an indicator of the proposed workload. The submission shall be evaluated as part of the approach and methodology.]

[Note to client: list activities in column before releasing RFP]

Form TECH-10. Curriculum Vitae (CV) for Proposed Key Professional Personnel

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 Personnel *[Insert full name]*
4. Date of Birth *[Insert birth date]*
5. Nationality *[Insert nationality]*
6. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*
7. Membership in Professional Associations
8. Other Training *[Indicate appropriate postgraduate and other training]*
9. Countries of Work Experience *[List countries where staff has worked in the last ten years]*
10. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*

Language	Speaking	Reading	Writing
11. 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 *[month, year]*: To *[month, year]*:
 Client:
 Position(s) held:
12. Detailed Tasks Assigned *[List all tasks to be performed under this assignment]*
13. Work undertaken that best illustrates capability to handle the tasks assigned: *[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 12.]*

Name of assignment or project:
 Month, Year:
 Location:
 Client:
 Main project features:
 Position held:
 Activities performed:

14. References

[List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information.] [The client reserves the right to contact other sources as well as to check references]

15. Certifications

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I, the undersigned, hereby declare that I agree to participate with the *[consultant]* in the above-mentioned request for proposal. I further declare that I am able and willing to work:

1. for the period(s) foreseen in the specific terms of reference attached to the above referenced request for proposal for the position for which my CV has been included in the offer of the consultant and
2. within the implementation period of the specific contract.

Signature of Key
Professional Personnel

If this form has not been signed by the key professional personnel, then in signing below, the authorized representative of the consultant is making the following declaration:

"In due consideration of my signing herewith below, if the key professional personnel has not signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement and that I confirm that I have approached the said key professional personnel and obtained his assurance that he will maintain his availability for this assignment if the contract is agreed within the proposal validity period provided for in the RFP."

Signature of Authorized Representative of the
Consultant

Section V. B. Financial Proposal Forms

Financial proposal standard forms shall be used for the preparation of the financial proposal according to the instructions provided under sub-clause 15.5 of Section II Instructions to Consultants.

[Note to client: add additional forms as appropriate and use forms FIN-3 and FIN-4 as appropriate. Comments in brackets on the following pages serve to provide guidance for the preparation of the financial proposal and therefore should not appear on the financial proposals to be submitted.]

Form FIN-1. Financial Proposal Submission Form	63
Form FIN-2. Price Summary	64
Form FIN-3. Breakdown of Price by Activity.....	66
Form FIN-4. Breakdown of Remuneration	68
Form FIN-5. Breakdown of Reimbursables	69

Form FIN-1. Financial Proposal Submission Form

[location, date]

To: [client]
Address:

Ladies and Gentlemen:

Re: [insert title of assignment]
RFP Ref: [insert reference as shown on cover page]

We, the undersigned, offer to provide the services for the above-mentioned assignment in accordance with your request for proposal (RFP) dated [insert date]⁴ and our technical proposal.

Our price as per the attached financial proposal forms is [insert amount(s) in words and figures and currency] and shall remain fixed throughout the implementation of the assignment. Our price includes the estimated amount of local indirect taxes is [insert amount in words and figures in name of currency] which shall be confirmed or adjusted, if needed, during negotiations.

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, as indicated in paragraph ITC 19.1 of the PDS.

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 below:⁵

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.
We acknowledge that our digital/digitized signature is valid and legally binding.
Yours sincerely,

Authorized signatory

Name and title of signatory

Name of consultant

⁴ Amount must coincide with the ones indicated under total price of form FIN-2

⁵ 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".

Form FIN-2. Price Summary

Re: *[insert title of assignment]*
RFP Ref: *[insert reference as shown on cover page]*

	Currency 1	Price ¹ Currency 2
--	------------	----------------------------------

A. Remuneration:(From FIN-4)

Phase (1) [if applicable]:

Fees:

Taxes in borrower/recipient's country:

Phase (2) [if applicable]:

Fees:

Taxes in borrower/recipient's country:

B. Reimbursables: (from FIN-5)

Phase 1:


Phase 2:

Total price of financial proposal

[Note to client: if the TOR is broken into phases, like in design and supervision of construction works, then request the prices for both phases as above, phase 2 being optional depending on satisfactory completion of phase 1. If there are no phases, then a single row representing the total proposed price of the assignment is sufficient.]

[Note to client: if there are elements of cost which are not to be priced by the consultant, but are to be reimbursed separately and will be the same for all consultants like a provisional sum which is the same for all competing consultants, these should be identified on a separate line with instructions not to include the cost in the proposed price. If there are phases and the provisional sum cost would recur in those phases, the line and accompanying instruction should be repeated under the row for each applicable option.]

1. Indicate the total price to be paid by the client in each currency. Such total price must coincide with the sum of the relevant sub-totals indicated in form FIN-3. (tax provisions relevant to this RFP are set out in Section VII General Conditions of Contract.)
2. If the RFP contains 2 phases, both phases will be subject to the proposal evaluation and the price to be evaluated will be the total price of the 2 phases, though the contract may be signed only for phase 1.

- 
3. Provide fully loaded prices (including any international travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits. Taxes are presented separately).

Form FIN-3. Breakdown of Price by Activity

Re: *[insert title of assignment]*
RFP Ref: *[insert reference as shown on cover page]*

[Please complete for each phase]

Group of activities by phase	Description ²	
	Price ³	
	Currency 1	Currency 2
Total		

The Specifications and Priced Activity Schedules (Fish Feed)

S/N	Feed Type	Unit	Quantity	Unit Cost in Kes	Total in Kes	Delivery Days from signing
1	Crumbles	25 Kg Bag	820			
2	2mm	25 Kg Bag	1,380			
3	3mm	25 Kg Bag	2,760			
4	4mm	25 Kg Bag	1,940			
	Totals		6,900			

Specifications and Priced Activity Schedules (Fingerlings)

S/N	Item	Unit	Quantity	Unit Cost in Kes	Total in Kes	Delivery Days from signing
1	Fingerlings	NO	660,000			

[Note to client: list activities in column before releasing RFP. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of form TECH-9.]

1. Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the consultant shall fill a separate form FIN-3 for each group of activities. Include base and option years.
2. A short description of the activities whose price breakdown is provided in this form.
3. Provide fully loaded prices (including international travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit).

Form FIN-4. Breakdown of Remuneration

Re: *[insert title of assignment]*
RFP Ref: *[insert reference as shown on cover page]*

[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the consultant for possible additional services requested by the client.]

Name Position Person month fully loaded rate

Foreign Staff			Currency 1	Currency 2
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		
Local Staff				
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		

1. Form FIN-4 shall be filled in for the same key professional personnel and other personnel listed in forms TECH-7 and 8.
2. Professional personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
3. Positions of the key professional personnel shall coincide with the ones indicated in forms TECH-7 and 8.

Form FIN-5. Breakdown of Reimbursables

Re: *[insert title of assignment]*

RFP Ref: *[insert reference as shown on cover page]*

When used for lump-sum contract assignment, information to be provided in this form shall only be used to demonstrate the basis for calculation of the contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the consultant for possible additional services requested by the client. This form shall not be used as a basis for payments under lump-sum contracts

B. Reimbursable Expenses _____								
N°	Type of reimbursable expenses	Unit	Unit cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Additional currency, as appl.}	{Additional currency, as appl.}
	{e.g., per diem allowances**}	{Day}						
	{e.g., international flights}	{Ticket}						
	{e.g., in/out airport transportation}	{Trip}						
	{e.g., communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., office rent}							
							
	{training of the client's personnel – if required in TOR}							
Total costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section VI. Terms of Reference

1. Background

This Activity Schedule outlines the responsibilities and expectations for the off-taker in supporting ABDP fish cage farmers in Lake Victoria with necessary inputs, technical support and training to enhance fish production and establishing buy-back arrangements for their produce. The overall objective is to enhance aquaculture productivity, ensure sustainable input and output market access, and stabilize farmers' incomes for fish cage farmers from the riparian counties of Busia, Siaya, Kisumu, Homa Bay and Migori.

2. Objectives of the assignment

2.1 Specific Objectives of the Off-Taker Arrangement

- i. To provide cage culture input management system in which the anchor will undertake a synchronized supply of inputs (Fish post-fingerlings and fish feeds) based on fish growing stage. ABDP will subsidize inputs for the first fish growing cycle with up to 70% cost of inputs. The Anchor will provide the 30% cost of inputs on a buy-back arrangement where they will be expected to recover their cost once they off-take and market the fish produced.
- ii. To provide technical Assistance to cage culture beneficiaries in terms of cage management including provision of feeding regimes, fish feeding, regular monitoring of water quality, sampling of fish, security of cages and fish stocked, fish harvesting, fouling of cages and training on sustainable aquaculture practices to improve yields and enhance the resilience of cage culture farming communities.
- iii. To off-take and market produced fish on a buy-back arrangement while ensuring beneficiaries get a fair market price for their produce, proceeds are shared as per contract, and funds for re-investing in the next fish growing cycle are set aside.

2.2 Scope of Work

The selected off-taker will be responsible for the following:

(All listed activities are to be listed individually in the bid's Priced activity schedules of the bidding document)

A. Input Provision and Input Credit Mechanism

- Procurement and Distribution: Procure and distribute high-quality fish feeds and fingerlings to smallholder cage farmers.
- Subsidy Management: Coordinate with the ABDP to apply the 70% subsidy for the first cycle and ensure transparent accounting.
- Input Credit Facility: Design and implement a 30% input credit scheme for the first cycle, including:
 - Farmer/Group registration and vetting
 - Credit agreements with repayment terms
 - Recovery mechanisms at harvest
- Sustainability Plan: Develop a long-term input delivery mechanism for subsequent cycles including procurement and delivery, credit model for interested farmers/groups, risk mitigation strategies and continuous farmer education.

Input schedule of requirement for the first cycle is as follows

Fish Feed

S/N	Feed Type	Unit	Quantity	Delivery Days from signing
1	Crumbles	25 Kg Bag	820	
2	2mm	25 Kg Bag	1,380	
3	3mm	25 Kg Bag	2,760	
4	4mm	25 Kg Bag	1,940	
	Totals		6,900	

Fingerlings

S/N	Item	Unit	Quantity	Delivery Days from signing
1	Fingerlings	NO	660,000	

B. Guaranteed Buy-Back Arrangements

- Market Linkages: Establish partnerships with processors, wholesalers, and retailers to ensure market access.
- Buy-Back Contracts: Draft and sign buy-back agreements with farmers, specifying:
 - Minimum guaranteed prices
 - Quality standards

- Payment timelines
- Logistics and Aggregation: Set up collection points and logistics for fish aggregation and transport.

C. Technical Assistance and Support to farmers

- Technical Assistance: Conduct regular technical assistance to farmers/groups on:
 - Cage management and stocking (including scheduling of stocking to align to market conditions)
 - Feeding schedules and feed conversion ratios
 - Fish health monitoring and disease control
 - Harvesting and post-harvest handling
- On-Site Support: Deploy aquaculture technicians to provide hands-on support and troubleshooting
- Monitoring Tools: Introduce digital or manual tools for tracking fish growth, feed usage, and mortality rates.

D. Promotion of Sustainable Cage-Aquaculture amongst the supported farmers

- Environmental Stewardship: Promote practices that support sustainable fish farming practices, preserve water quality and biodiversity, and reduce environmental impact, such as:
 - Responsible feed use
 - Cage site rotation
 - Waste management
- Climate Resilience: Introduce adaptive practices to support farmers mitigate climate risks (e.g., temperature fluctuations, water quality changes).
- Ensure compliance with local regulations and standards.

3. Deliverables

#	Deliverable	Description	Timeline for submission of deliverable after Contract Commencement
1	Inception Report and Input Supply Plan	A comprehensive report submitted within the two weeks, detailing the implementation plan and stakeholder engagement strategy and documented plan for sourcing, pricing, and distributing	2 Weeks

		high-quality feeds and fingerlings, including logistics and storage arrangements and a buy-back arrangement plan.	
2	Subsidy Utilization Report	A report showing how the 70% ABDP subsidy was applied, including farmer-level disbursement records.	Every 30 days
3	Buy-Back and input Credit Agreement	Copies of signed buy-back contracts with farmers outlining; a) the 30% input credit terms, repayment schedule, and recovery mechanisms, b) buy-back plan including pricing terms, quality standards, and payment timelines.	Prior to signing Contract for input management
4	Market Linkage Report	Documentation of partnerships with processors, retailers, and other buyers, including MOUs or contracts.	2 Months
5	Training Materials	Training guides and feeding regimes tailored to cage fish farming best practices.	1 month
6	TA Reports	Summaries of technical assistance and support provided to farmers.	Quarterly
7	Environmental and Sustainability Report	A report on sustainable practices promoted, environmental monitoring results, and community engagement activities.	Quarterly
8	Sustainability Plan	A comprehensive plan outlining long-term input delivery mechanism for subsequent cycles including procurement and delivery, credit model for interested farmers/groups, partnerships with relevant partner such as financial institutions, feed	Quarterly

Section VI Terms of Reference

The provision of cage fish off taking service and supply of associated inputs in Kisumu County REF KEN-2000001132-0350-CS-LCS

		manufactures certified hatcheries etc. risk mitigation strategies and continuous farmer education.	
9	Quarterly Progress Reports	Reports every three months detailing activities completed, challenges faced, outcomes achieved, and next steps.	Quarterly
10	Final Project Report	A comprehensive report summarizing all activities, outcomes, lessons learned, and recommendations for scale-up or replication.	1 Year

3.1 Duration

The duration of this agreement will be 12 months, expected to cover at least two fish production cycles, with the possibility of extension based on mutual agreement. ABDP will co-finance the cost of inputs at 70% only for the first production cycle; subsequently, farmers are expected to re-invest part of the proceeds in the following production cycles.

3.2 Roles and Responsibilities

- **Off-Taker:** Responsible for providing inputs, technical assistance, and buy-back arrangements as outlined in the scope of work.
- **Farmers:** Responsible for utilizing input as advised, adhering to best cage culture management practices, and delivering produce as per the contract.
- **ABDP and County Governments:** Support in subsidy provision, mobilizing farmers, facilitating training sessions, and ensuring compliance with regulations.

4. Qualification Requirements

The off-taker must meet the following qualifications:

- Technical Aquaculture Expertise:** Demonstrated operational experience in the aquaculture industry especially in cage aquaculture in the last 5 years.

- b. **Operational Presence:** Operational presence with an established cage aquaculture production base in the local project area in at least one of the riparian counties.
- c. **Reputation:** Have a positive reputation within the aquaculture community and among farmers
- d. **Fish handling capacity;** Have aquaculture facilities and demonstrated capacity for fish harvesting, cold storage and distribution for minimum of 5 tonnes of fish per day
- e. **Human Resources Capacity –** Have the following experts;
- Aquaculture Technical Expert with a minimum of Bachelor's degree in Fisheries, Aquaculture, or a related relevant field and 5+ years of experience in aquaculture production and management;
 - An Agribusiness Expert with a Bachelor's degree in Agribusiness, or a related relevant field and 3+ years of experience in marketing and logistics,
 - An Aquaculture Technician with a minimum of Certificate in Fisheries, Aquaculture, or a related relevant field and 1+ years of experience in aquaculture production and management
- f. **Input Supply Chain Management:** Demonstrated experience in sourcing and distributing aquaculture inputs at a scale of 1 million fish post-fingerlings and 2 tonnes fish feeds at per cycle.
- g. **Credit Scheme Management:** Experience in designing and/or managing input credit schemes for smallholder farmers, including recovery mechanisms
- h. **Market Development:** Demonstrated ability to establish and manage buy-back arrangements or market linkages for aquaculture products. At least one buy-back contract successfully executed
- i. **Future support to farmers:** Adequate proposal of future support to farmers in terms of access to inputs, technical assistance, access to finance and markets beyond the programme period.
- j. Provision of competitiveness fair prices to farmers for fish produced
- k. **Financial Stability:** Demonstrated financial capacity to procure and supply inputs and to fulfil buy-back commitments. Turnover of KES 20 million per year
- l. **Partnership with Financial Institutions:** Existing Financial agreements with lending institutions in contract with farmers.



Part 2: Conditions of Contract

Contract Agreement

This contract agreement (this “contract”) made as of the [day] of [month], [year], between [full legal name of the client] (the “client”), on the one part, and [full legal name of consultant] (the “consultant”), on the other part.

[Note: If the consultant consists of more than one entity, the following should be used]

This contract agreement (this “contract”) made as of the [day] of [month], [year], between [full legal name of the client] (the “client”), on the one part, and [full legal name of lead consultant] (the “consultant”) in [joint venture / consortium / association] with [list names of each joint venture entity], on the other part, each of which will be jointly and severally liable to the client for all of the consultant’s obligations under this contract and is deemed to be included in any reference to the term “consultant.”

RECITALS

Whereas,

- (a) The “(name of borrower/recipient)” has received (or in appropriate cases “has applied for”) financing from the International Fund for Agricultural Development (“IFAD”) *[if there is more than one donor agency, replace with this as appropriate: the “(name of borrower/recipient)” has received (or in appropriate cases “has applied for”) a financing from the International Fund for Agricultural Development (“IFAD”) and [insert other donor] – the financing of which is being administered by IFAD]* in various currencies equivalent to _____ towards the cost of (name of project), and intends to apply a portion of the proceeds of this loan/grant to eligible payments under this contract. Payment by IFAD will be made only at the request of (name of borrower/recipient) and upon clearance by IFAD, and will be subject, in all respects, to the terms and conditions of the financing agreement between IFAD and the borrower/recipient. The financing agreement prohibits any withdrawal from the loan and/or grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IFAD, is prohibited by a decision of the United Nations Security Council taken under chapter VII of the Charter of the United Nations. No parties other than (name of borrower/recipient) shall derive any rights from the financing agreement or have any claim to financing proceeds, and
- (b) The client has requested the consultant to provide certain services as described in annex A to this contract; and
- (c) The consultant, having represented to the client that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this contract.

Now therefore, the parties to this contract agree as follows:

1. In consideration of the payments to be made by the client to the consultant as set forth in this contract, the consultant hereby covenants with the client to perform the services in conformity in all respects with the provisions of this contract.
2. Subject to the terms of this contract, the client hereby covenants to pay the consultant, in consideration of the performance of the services, the contract price (as defined below) or such other sum as may become payable pursuant to the provisions of this contract at the times and in the manner prescribed by this contract.

In witness whereof the parties hereto have caused this contract to be executed in accordance with the laws of *[country]* as of the day, month and year first indicated above.

For <i>[full legal name of the client]</i>	For <i>[full legal name of the consultant]</i>
Signature	Signature
Name	Name
Witnessed by	Witnessed by

[Note: If the consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the members of the consultant

[Name of member]

[Authorized representative]

[Name of member]

[Authorized representative]

Section VII. General Conditions of Contract

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General Conditions of Contract

1. Definitions

1.1 The terms used in this contract and not otherwise defined have the meanings given such terms in the financing agreement or related document. Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- (a) “Applicable Law” has the meaning given the term in the **SCC**.
- (b) “Associate” or “Member” means any entity that is a member of the association that forms the consultant. A sub-consultant is not an associate.
- (c) “Association” or “Joint Venture” means an association of entities that forms the consultant.
- (d) “Client” has the meaning given the term in the initial paragraph of the contract agreement.
- (e) “Client Country” has the meaning given the term in the **SCC**.
- (f) “Consultant” has the meaning given the term in the initial paragraph of the contract agreement.
- (g) “Contract” means this agreement entered into between the client and the consultant, to provide the services, and consists of the contract agreement, these GCC, the SCC, and the annexes (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.
- (h) “Contract Price” means the price to be paid for the performance of the services, in accordance with GCC sub-clause 18.1.
- (i) “Day” means a calendar day.
- (j) “Effective Date” has the meaning given the term in GCC Clause 17.2.

- (k) "Financing Agreement" has the meaning given the term in the recital clauses to the contract Agreement.
- (l) "Force Majeure" has the meaning given the term in GCC Clause 23.1.
- (m) "The Fund" or "IFAD" means the International Fund for Agricultural Development.
- (n) "GCC" means these general conditions of contract.
- (o) "Government" has the meaning given the term in the recital clauses to the contract agreement.
- (p) "Key Professional Personnel" means the personnel listed in annex D to this contract.
- (q) "Local Currency" has the meaning given the term in the **SCC**.
- (r) "Party" means the client or the consultant, as the case may be, and "Parties" means both of them.
- (s) "Personnel" means persons hired by the consultant or by any sub-consultants and assigned to perform the services or any part thereof.
- (t) "SCC" means the special conditions of contract by which the GCC may be amended or supplemented.
- (u) "SECAP" means IFAD's Social Environmental and Climate Assessment Procedures, see <https://www.ifad.org/en/secap>.
- (v) "Services" means the activities to be performed by the consultant pursuant to this contract, as described in Annex A to this contract.
- (w) "Sub-Consultant" means any person or entity to whom/which the consultant subcontracts any part of the services.
- (x) "Tax" and "Taxes" have the meanings given the terms in the financing agreement or related agreement.

2. Interpretations

2.1 In interpreting this contract, unless otherwise indicated:

- (i) “confirmation” means confirmation in writing;
- (ii) in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt;
- (iii) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (iv) the feminine means the masculine and vice versa; and
- (v) the headings are for reference only and shall not limit, alter or affect the meaning of this contract.

3. Language and Law

3.1 This contract has been executed in language(s) specified in the **SCC**. If the contract is executed in both English and a specified local language, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

3.2 This contract, its meaning and interpretation, and the relation between the parties shall be governed by the applicable law.

4. Communications

4.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Subject to applicable law, any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when delivered to such party at the address specified in the **SCC**, or sent by confirmed facsimile or confirmed email, in either case if sent during normal business hours of the recipient party.

4.2 A party may change its name or address for receiving notice under this contract by giving the other party notice in writing of such change to the address specified in **SCC 4.1**.

5. Subcontracting

5.1 If the consultant intends to subcontract for a major item of its contracted services (deemed major if valued for more than 20% of the contract value) it shall seek the client's prior written approval of the subcontractor. Subcontracting shall not alter the consultant's obligations under this contract.

6. Prohibited Practices

6.1 The Fund requires that all beneficiaries of IFAD funding, including the client and any consultants, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations, revised on 12 December 2018 and attached as Section IX of this document (EB 2018/125/R.6, hereinafter "IFAD's Anti-Corruption Policy").

6.2 For the purposes of these provisions, and consistent with IFAD's Anticorruption Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as "Prohibited Practices":

- a) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
- b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;
- e) "obstructive practice" is (i) deliberately destroying, falsifying, altering or concealing

evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.

6.3 The Fund will deny financing of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.

6.4 In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-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 IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund.⁶ The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

⁶ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

6.5 In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

6.6 The consultant will take appropriate measures to inform potential sub-contractors, sub-consultants, suppliers, agents and any of its personnel of their obligations under IFAD's Anticorruption Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.

6.7 Suppliers, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, 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 the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected⁷ by auditors and/or investigators appointed by the Fund.

6.8 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.

6.9 If the Fund determines that the consultant, or any of its sub-contractors, sub-consultants, suppliers, personnel or any agent or affiliate of any of them has, directly or

⁷ Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible Prohibited Practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

indirectly, engaged in prohibited practices in connection with an IFAD-financed or IFAD-managed activity or operation, including in competing for, or executing, this contract, the client may, by written notice, immediately terminate the consultant's employment under the contract and the provisions of GCC 21.1 shall apply.

6.10 The consultant shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after the execution of the contract.

7. Relationship Between the Parties

7.1 Nothing contained in this contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the client and the consultant. The consultant, subject to this contract, has complete charge of personnel and sub-consultants, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf in connection with this contract.

8. Location

8.1 The services shall be performed at such locations as are specified in annex A to this contract and, where the location of a particular task is not so specified, at such locations, whether in the client country or elsewhere, as the client may approve.

9. Authority of Member in Charge

9.1 In case the consultant consists of a joint venture or other association of more than one entity, the members hereby authorize the entity specified in the **SCC** to act on their behalf in exercising all the consultant's rights and obligations toward the client under this contract, including without limitation the receiving of instructions and payments from the client.

10. Authorized Representatives

10.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the client or the consultant may be taken or executed by the officials specified in the **SCC**.

11. Description and Approval of Personnel; Adjustments; Approval of Additional Work

11.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the services of each of the consultant's key professional personnel are described in annex C. The key professional personnel and sub-consultants listed by title as well as by name in annex C are hereby approved by the client.

11.2 GCC sub-clause 36.1 shall apply in respect of other personnel and sub-consultants which the consultant proposes to use in the carrying out of the services, and the consultant shall submit to the client for review and approval a copy of their curricula vitae (CVs).

11.3 Adjustments with respect to the estimated periods of engagement of key professional personnel set forth in annex C may be made by the consultant without the prior approval of the client only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this contract to exceed the contract price. The consultant shall provide written notice to the client of any such adjustments. Any other adjustments shall only be made with the client's prior written approval.

11.4 If additional work is required beyond the scope of the services specified in annex A, the estimated periods of engagement of key professional personnel set forth in annex C may be increased by agreement in writing between the client and the consultant. In a case in which such additional work would result in payments under this contract exceeding the contract price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC sub-clauses 17.4, 17.5 and 18.4.

Resident Project Manager

11.5 If required by the **SCC**, the consultant shall ensure that at all times during the consultant's performance of the services in the client country, a resident project manager, acceptable to the client, shall take charge of the performance of such services.

12. Working Hours, Overtime, Leave, etc.

12.1 Working hours and holidays for key professional personnel are set forth in annex C. To account for travel time, foreign personnel carrying out services inside the client country shall be deemed to have commenced, or finished work in respect of the services such number of days before their arrival in, or after their departure from the client country as is specified in annex C.

12.2 The consultant and personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in annex C, and except

as specified in annex C, the consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the personnel is included in the staff-months of service set forth in annex C. Any taking of leave by personnel shall be subject to the prior approval by the consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the services.

Engagement of Staff and Labor

12.3 The consultant shall adopt and implement human resources policies and procedures appropriate to its size and workforce that set out its approach to managing the personnel. At a minimum, the consultant shall provide all its personnel with documented information that is clear and understandable regarding their rights under all the applicable laws regarding labor and any applicable collective agreements, including their rights related to their employment, health, safety, welfare, immigration and emigration upon beginning the working relationship and when any material changes occur.

12.4 The consultant shall ensure that the employment terms and conditions of migrant workers are not influenced by their migrant status.

12.5 The consultant shall be responsible for monitoring compliance of sub-consultants to the labor and working conditions outlined in the IFC performance standards in force from time to time.

Facilities for Staff and Labor

12.6 Where accommodation or welfare facilities are provided to personnel, the consultant shall put in place and implement policies on the quality and management of such accommodation and the provision of such welfare facilities (including as regards minimum space, supply of water, adequate sewage and garbage disposal systems, appropriate protection against heat, cold, damp, noise, fire and disease carrying animals, adequate sanitary and washing facilities, ventilation, cooking and storage facilities and natural and artificial lighting, and all reasonable precautions to maintain the health and safety of the personnel). The accommodation and welfare facilities shall be provided in a manner consistent with the principles of non-discrimination and equal opportunity.

13. Removal and/or Replacement of Personnel

13.1 Except as the client may otherwise agree, no changes shall be made in the key professional personnel.

If, for any reason beyond the reasonable control of the consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the key professional personnel, the consultant shall, subject to GCC sub-clause 36.1(a), provide as a replacement a person of equivalent or better qualifications.

13.2 If the client (a) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the consultant shall, at the client's written request specifying the grounds therefore and subject to GCC sub-clause 36.1(a), provide as a replacement a person with qualifications and experience acceptable to the client.

13.3 The consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.

13.4 The consultant shall provide a grievance mechanism for personnel to raise workplace concerns. The consultant shall inform the workers of the grievance mechanism at the time of recruitment and make it easily accessible to them. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.

14.Settlement of Disputes

Amicable Settlement

14.1 The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of this contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

Dispute Resolution

14.2 Any dispute between the parties as to matters arising pursuant to this contract that cannot be settled amicably within thirty (30) days after the receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the **SCC**.

15.Commissions and Fees

15.1 The consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

16.Entire Agreement

16.1 This contract contains all of the covenants, stipulations and provisions agreed to by the parties. No agent or representative of either party has the authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this contract.

17.Commencement, Completion and Modification of Contract

Contract Entry into Force

17.1 This contract shall come into full force, and be legally binding on the parties in all respects, on the date this contract is signed by the parties or such other date as may be stated in the **SCC**.

Effective Date and Commencement of Services

17.2 The consultant shall commence the services on the date specified in the **SCC**, which shall be defined as the "effective date."

Expiration of Contract

17.3 Unless terminated earlier pursuant to GCC clause 21, this contract shall expire at the end of such time period after the effective date as specified in the **SCC**.

Modifications or Variations

17.4 Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties. Pursuant to GCC sub-clause 48.1, however, each party shall give due consideration to any proposals for modification or variation made by the other party.

Substantial Modifications

17.5 In cases of any of the below, the prior written consent of IFAD is required:

- (a) the contract value of a contract that did not require prior review (under the provisions of the IFAD Project Procurement Guidelines, IFAD Procurement Handbook or Letter to the Borrower/Recipient) is raised to a value that would require IFAD's prior review;
- (b) the original contract duration is extended by 25% or more, or
- (c) the original value of the contract is increased by ten percent (10%) or more. Once the 10% contract threshold for modifications or change orders has been reached, any subsequent contract modification or change order that individually or collectively would exceed 3% of the original contract value shall also require IFAD's no-objection.

18. Payments to Consultant

Contract Price

18.1 Except as provided in GCC sub-clause 18.5, the total payment due to the consultant shall not exceed the contract price set forth in the **SCC** (as may be adjusted in accordance with the terms of the SCC). The contract price is an all-inclusive fixed-price covering all costs required to provide the services in accordance with the terms of this contract. The contract price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC sub-clauses 11.4, 44.2 and 46.2) if the parties have agreed to additional payments in accordance with GCC sub-clauses 17.4, 17.5 and 18.4.

Currency of Payment

18.2 The currency in which payments shall be made to the consultant under this contract shall be that in which the price of the proposal is expressed.

Terms, Condition and Mode of Billing and Payment

18.3 Payments will be made to the account of the consultant and according to the payment schedule stated in **SCC 18.1** and against an invoice. An advance payment of up to 10% of the contract price can be made against an unconditional and irrevocable bank guarantee if so specified in the **SCC**. Any other payment shall be made

after the conditions listed in the SCC for such payment have been met, and the consultant has submitted an invoice to the client specifying the amount. In all cases, invoices shall be delivered to the client no later than thirty (30) days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to the client. Payments will be made to the consultant within thirty (30) days of the date of receipt by the client of a valid and proper invoice or the date of the client's acceptance of required deliverables (e.g. the delivery of reports), whichever is later. The consultant shall comply with any other instructions related to payment as may be reasonably requested by the client.

Payment for Additional Services 18.4 For the purposes of determining the remuneration due for additional services as may be granted under GCC sub-clause 17.4, a breakdown of the contract price is provided in annexes D and E.

Interest on Delayed Payments 18.5 If the client has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC sub-clause 18.3, interest shall be paid to the consultant for each day of delay at the rate stated in the **SCC**.

19. Taxes and Duties

19.1 The regulation and applicability of taxes to this contract are specified in the **SCC**.

19.2 The consultant, the sub-consultants and their respective personnel, and their eligible dependents, shall follow the usual customs procedures of the client country in importing property into the client country.

19.3 If the consultant, the sub-consultants or any of their respective personnel, or their eligible dependents, do not withdraw, but dispose of any property in the client country upon which customs duties or other taxes have been exempted, the consultant, the sub-consultants or such personnel, as the case may be, (i) shall bear such customs duties and other taxes in conformity with applicable law, or (ii) shall reimburse such customs duties and taxes to the client if such customs duties and taxes were paid by the client at the time the property in question was brought into the client country.

19.4 Without prejudice to the rights of the consultant under this clause, the consultant, the sub-consultants and their respective personnel will take reasonable steps as

requested by the client or the government with respect to the determination of the tax status described in this GCC clause 19.

If the consultant is required to pay taxes that are exempt under the financing agreement or a related agreement, the consultant shall promptly notify the client (or such agent or representative designated by the client) of any taxes paid, and the consultant shall cooperate with, and take such actions as may be requested by the client, IFAD, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such taxes.

19.6 The client shall use reasonable efforts to ensure that the government provides the consultant, the sub-consultants, and their respective personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the financing agreement or related agreements. If the client fails to comply with its obligations under this paragraph, the consultant shall have the right to terminate this contract in accordance with GCC sub-clause 21.2(d).

20.Suspension

20.1 The client may, by giving thirty (30) days' written notice to the consultant, suspend all payments to the consultant under this contract if the consultant fails to perform any of its obligations under this contract, including the carrying out of the services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the consultant of such notice of suspension.

21.Termination

By the Client

21.1 Without prejudice to any other remedies that may be available to it for breach of this contract, the client may, upon written notice to the consultant, terminate this contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (j) of this GCC sub-clause 21.1, and in the case of the occurrence of any of the events specified in paragraphs (i) or (j) of this GCC sub-clause 21.1, the client may suspend this contract.

- (a) If the consultant, in the judgment of the client or IFAD, fails to perform its obligations relating to the use of funds. Termination under this provision shall

- (i) become effective immediately upon delivery of the notice of termination and (ii) require that the consultant repay any and all funds so misused within a maximum of thirty (30) days after termination.
- (b) If the consultant does not remedy a failure in the performance of its obligations under this contract (other than failure to perform obligations relating to use of funds as set forth in GCC sub-clause 21.1(a) of this contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the client. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the client) or on such later date as may be specified by the client.
- (c) If the consultant (or any member or sub-consultant) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the client in such notice of termination.
- (d) If the Fund determines that the supplier, or any of its sub-contractors, sub-consultants, suppliers, personnel or any agent or affiliate of any of them has, directly or indirectly, engaged in prohibited practices pursuant to GCC 6. Termination under this provision shall become effective immediately upon delivery of the notice of termination.
- (e) If the purchaser becomes aware of any proven acts of sexual harassment, sexual exploitation and abuse by the consultant and/or its personnel, directly or through an agent, pursuant to GCC 26.
- (f) If, as the result of an event of force majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30)

days after delivery of the notice of termination or on such later date as may be specified by the client.

- (g) If the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the client.
- (h) If the consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC clause 14. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the client.
- (i) If the financing agreement expires, is suspended or terminates in whole or in part in accordance with the terms of the financing agreement. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this contract is suspended pursuant to this GCC sub-clause 21.1(i), the consultant has an obligation to mitigate all expenses, damages and losses to the client during the period of the suspension.
- (j) If an event has occurred that would be grounds for suspension or termination under applicable law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this contract is suspended pursuant to this GCC sub-clause 21.1(j), the consultant has an obligation to mitigate all expenses, damages and losses to the client during the period of the suspension.

By the Consultant

21.2 The consultant may terminate this contract, upon written notice to the client in accordance with the time periods specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC sub-clause 21.2.

- (a) If the client fails to pay any money due to the consultant pursuant to this contract that is not otherwise subject to dispute pursuant to GCC clause 14 hereof within forty-five (45) days after receiving written notice from the consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the client to the consultant within such thirty (30) days.
- (b) If, as the result of an event of force majeure, the consultant is unable to perform a material portion of the services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (c) If the client fails to comply with any final decision reached as a result of arbitration pursuant to GCC clause 14. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (d) If the consultant does not receive a reimbursement of any taxes that are exempt under the financing agreement within one hundred and twenty (120) days after the consultant gives notice to the client that such reimbursement is due and owing to the consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the consultant within such thirty (30) days.
- (e) If this contract is suspended in accordance with GCC sub-clauses 21.1(i) or (j) for a period of time exceeding three (3) consecutive months; provided that the consultant has complied with its obligation to mitigate in accordance with GCC sub-clauses 21.1(i) or (j) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

22. Payment Upon Termination

22.1 Upon termination of this contract pursuant to GCC sub-clauses 21.1 or 21.2, the client shall make, or cause to be made, the following payments to the consultant:

- (a) payment pursuant to GCC clause 18 for services satisfactorily performed prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs (a) through (e) and (h) of GCC sub-clause 21.1, reimbursement of any reasonable cost (as determined by the client or IFAD) incidental to the prompt and orderly termination of this contract; provided, that in the case of suspension of this contract pursuant to GCC sub-clauses 21.1 (i) or (j), the consultant has complied with its obligation to mitigate in accordance with such clauses.

Disputes about Events of Termination

22.2 If either party disputes whether an event specified in paragraphs (a), (b), (c), (d), (e), (f), or (h) of GCC sub-clause 21.1 or paragraphs (a) through (d) of GCC sub-clause 21.2 has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to dispute resolution in accordance with GCC clause 14, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Cessation of Rights and Obligations

22.3 Upon termination of this contract pursuant to GCC clause 21, or upon expiration of this contract pursuant to GCC sub-clause 17.3, all rights and obligations of the parties under this contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC clause 31, (c) the consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC clause 35 and any right or obligation which a party may have under the applicable law.

Cessation of Services

22.4 Upon termination of this contract by notice of either party to the other pursuant to GCC sub-clauses 21.1 or 21.2, the consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents

prepared by the consultant and equipment and materials furnished by the client, the consultant shall proceed as provided, respectively, by GCC clauses 32 or 39.

23. Force Majeure

Definition

23.1 For the purposes of this contract, “force majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a party, and is not the result of any acts, omissions or delays of the party relying on such event of force majeure, (or of any third person over whom such party has control, including any sub-consultant), (b) is not an act, event or condition the risks or consequence of which such party has expressly agreed to assume under this contract, (c) could not have been prevented, remedied or cured by such party’s reasonable diligence, and (d) makes such party’s performance of its obligations under this contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract

23.2 The failure of a party to fulfil any of its obligations under this contract shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of force majeure.

Measures to be Taken

23.3 Subject to GCC sub-clause 23.6, a party affected by an event of force majeure shall continue to perform its obligations under this contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of force majeure.

23.4 A party affected by an event of force majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

23.5 Any period within which a party shall, pursuant to this contract, complete any action or task, shall be

extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.

23.6 During the period of its inability to perform the services as a result of an event of force majeure, the consultant, upon instructions by the client, shall either:

- (a) demobilize, in which case the consultant shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the consultant is required by the client to reactive its performance of the services at the time of restoration of normal conditions, the additional costs the consultant reasonably and necessarily incurred as part of such reactivation; or
- (b) continue with the services to the extent possible, in which case the consultant shall continue to be paid under the terms of this contract and be reimbursed for additional costs reasonably and necessarily incurred.

23.7 In the case of disagreement between the parties as to the existence or extent of and event of force majeure, the matter shall be settled in accordance with GCC clause 14.

24.SECAP

24.1 The consultant shall ensure that its activities under the contract comply with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), as relevant to the activities performed under this Contract. Information on SECAP is available on <https://www.ifad.org/en/secap>.

25.Prohibition of Harmful Child Labor

25.1 The consultant shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. The consultant will identify the presence of all persons under the age of eighteen (18). Where applicable law does not specify a minimum age, the consultant shall ensure that children aged below 15 are not employed to perform work under this contract. Where applicable law diverges from this specified age standard, the higher age should apply. Children under the age of eighteen (18) will not be employed in hazardous work. All work of persons under

the age of eighteen (18) will be subject to an appropriate risk assessment and regular monitoring of health, working conditions, and hours of work.

26. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse

26.1 The Fund requires that all beneficiaries of IFAD Funding, including the client and any consultants, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. Clients, suppliers and consultants shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Client and consultants shall immediately report to the client or IFAD 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 measures, including immediate termination of the contract, against the consultant, its personnel or any subcontractors, if at any time the client becomes aware of proven acts of sexual harassment, sexual exploitation and abuse by the consultant and/or its personnel, directly or through an agent, in competing for, or in performance of, this contract.

27. Non-Discrimination and Equal Opportunity

27.1 The client adheres to the principle of equal opportunity and fair treatment in its employment practices. The client expects that the consultant shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. Personal characteristics include sex, race, nationality, ethnic, social and indigenous origin, religion or belief, disability, age, sexual orientation, and gender identity. The client expects that the consultant shall base its employment decisions on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. Special measures of protection or assistance to remedy past

discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

28. Grievance Mechanism for Consultant and Subcontractor Personnel

28.1 The consultant shall provide a grievance mechanism for personnel, including sub-consultant staff if a separate sub-consultant grievance mechanism does not exist, to raise workplace concerns. The consultant shall inform its personnel of the grievance mechanism at the time of recruitment and make it easily accessible to them. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.

29. Standard of Performance

29.1 The consultant shall perform the services and carry out its obligations under this contract with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The consultant shall always act, in respect of any matter relating to this contract or to the services, as faithful adviser to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with sub-consultants or third parties.

Law Governing Services

29.2 The consultant shall perform the services in accordance with applicable law and shall take all practicable steps to ensure that any sub-consultants, as well as the personnel of the consultant and any sub-consultants, comply with the applicable law.

30. Conflict of Interest

30.1 The consultant shall hold the client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

Consultant Not to Benefit from Commissions, Discounts, etc.

30.2 The payment of the consultant pursuant to GCC clause 18 shall constitute the consultant's only payment in connection with this contract and, subject to GCC clause 30.3, the consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of its obligations under this contract, and the consultant shall use its best efforts to ensure that any sub-consultants, as well as the personnel and agents of either of them, similarly shall not receive any such additional payment.

30.3 Furthermore, if the consultant, as part of the services, has the responsibility of advising the client on the procurement of goods, works or services, the consultant shall comply with the IFAD Project Procurement Guidelines and IFAD Procurement Handbook from time to time in effect as posted on the IFAD website at [\[insert link\]](#) and shall at all times exercise such responsibility in the best interest of the client. Any discounts or commissions obtained by the consultant in the exercise of such procurement responsibility shall be for the account of the client.

Consultant and Affiliates Not to Engage in Certain Activities

30.4 The consultant agrees that, during the term of this contract and after its termination, the consultant and any entity affiliated with the consultant, as well as any sub-consultants and any entity affiliated with such sub-consultants, shall be disqualified from providing goods, works or services (other than services) resulting from or directly related to the services.

Prohibition of Conflicting Activities

30.5 The consultant shall not engage, and shall cause its personnel as well as its sub-consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

31. Confidential Information; Rights of Use

31.1 Except with the prior written consent of the client, or as may be required to comply with applicable law, the consultant and its personnel shall not (and shall cause any sub-consultants and their personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the services.

31.2 The consultant and its personnel shall not (and shall cause any sub-consultants and their personnel not to), without the previous written consent of the client, disclose this contract, or any provision of this contract, or any specification, plan, drawing, pattern, sample or information provided by or on behalf of the client in connection therewith, to any person other than a person employed by the consultant in the performance of this contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

31.3 The consultant and its personnel shall not (and shall cause any sub-consultants and their personnel not to), without the previous written consent of the client, make use of any document or information related to or delivered in connection with this contract, except for the purpose of performing this contract.

31.4 Any document related to or delivered in connection with this contract, other than this contract itself, shall remain the property of the client and shall be returned (including, except as provided in GCC clause 32, all the copies) to the client on completion of the consultant's performance under this contract.

32. Documents Prepared by the Consultant to be the Property of the Client

32.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the consultant under this contract shall become and remain the property of the client, and the consultant shall, not later than upon termination or expiration of this contract, deliver all such documents to the client, together with a detailed inventory thereof in accordance with this GCC sub-clause 32.1 and sub-clause 31.4, and in format and substance specifically required in the terms of reference. The consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the client. If license agreements are necessary or appropriate between the consultant and third parties for purposes of the development or use of any such computer programs, the consultant shall obtain the client's prior written approval to such agreements, and the client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these

documents and software, if any, shall be specified in the **SCC**.

- 33.Liability of the Consultant** 33.1 Subject to additional provisions, if any, set forth in the **SCC**, the consultants' liability under this contract shall be provided by the applicable law.
- 34.Insurance to be taken out by the Consultant** 34.1 The consultant (a) shall take out and maintain, and shall cause any sub-consultants to take out and maintain, at its (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the client, insurance against the risks, and for the coverage specified in the **SCC**, and (b) at the client's request, shall provide evidence to the client showing that such insurance has been taken out and maintained and that the current premiums have been paid. The consultant shall ensure that insurance is in place prior to commencing the services as stated in GCC sub-clause 17.2.
- 35.Accounting, Inspection and Auditing** 35.1 The consultant shall keep accurate and systematic accounts and records in respect of the provision of the services under this contract, and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the bass thereof, together with a detailed inventory thereof.
- Reporting Obligations 35.2 The consultant shall maintain such books and records and submit to the client the reports, documents and other information specified in annex B, in the form, in the numbers and within the time periods set forth in such annex. The consultant shall submit to the client such other reports, documents and information as may be requested by the client from time to time. Final reports shall be delivered in an electronic form specified by the client in addition to the hard copies specified in annex B. The consultant consents to the client's sharing of the reports, documents and information delivered by the consultant pursuant to this contract with IFAD and the government.
- 36.Consultant's Actions Requiring the Client's Prior Approval** 36.1 In addition to any modification or variation of the terms and conditions of this contract pursuant to GCC sub-clause 17.4, the consultant shall obtain the client's prior approval in writing before taking any of the following actions:

- (a) any change or addition to the personnel listed in annex C;
- (b) in accordance with GCC clause 5.1 above, entering into a subcontract with a sub-consultant for the performance of a major item of the services; and
- (c) any other action that may be specified in the SCC.

37.Obligations with Respect to Subcontracts

37.1 Notwithstanding the client's approval for the consultant to enter into a subcontract pursuant to GCC clause 36, the consultant shall retain sole and full responsibility for the services and all payments due to subcontractors thereof. In the event that any sub-consultants are found by the client to be incompetent or incapable in discharging assigned duties, the client may require that the consultant provide a replacement, with qualifications and experience acceptable to the client, or to resume the performance of the services itself.

38.Use of Funds

38.1 The consultant shall ensure that its activities do not violate provisions relating to use of funds and the prohibition of activities likely to cause a significant environmental, health or safety hazard, as set out in the SECAP.

39.Equipment, Vehicles and Materials Furnished by the Client

39.1 Equipment, vehicles and materials made available to the consultant by the client, or purchased by the consultant wholly or partly with funds provided by the client, shall be the property of the client and shall be marked accordingly. Upon termination or expiration of this contract, the consultant shall make available to the client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the client's instructions. While in possession of such equipment, vehicles and materials, the consultant, unless otherwise instructed by the client in writing, shall insure them in an amount equal to their full replacement value.

40.Equipment and Materials Provided by the Consultant

40.1 Equipment, vehicles or materials brought into the client country by the consultant, sub-consultants and personnel, or purchased by them without funds provided by the client, and used either for provision of the services or personal use shall remain the property of the

consultant, its sub-consultants or the personnel concerned, as applicable.

41.Assistance and Exemptions 41.1 Unless otherwise **specified in the SCC**, the client shall use its best efforts to ensure that the government shall:

- (a) Provide the consultant, sub-consultants and personnel with work permits and such other documents as shall be necessary to enable the consultant, sub-consultants or personnel to perform the services.
- (b) Arrange for the personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the government's country.
- (c) Facilitate prompt clearance through customs of any property required for the services and of the personal effects of the personnel and their eligible dependents.
- (d) To the extent permitted by applicable law, exempt the consultant, sub-consultants and their personnel employed for the services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity.
- (e) Grant to the consultant, sub-consultants and their personnel the privilege, pursuant to the applicable law, of bringing into the client country reasonable amounts of foreign currency for the purposes of the services or for the personal use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the personnel in the execution of the services.

42.Access to Land

42.1 The client warrants that the consultant, sub-consultants and their personnel shall have, free of charge, unimpeded access to all land in the client country in respect of which access is required for the performance of

the services. The client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the consultant, sub-consultants and their personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the consultant or sub-consultants or their personnel.

43.Change in the Applicable Law Related to Taxes and Duties

43.1 If, after the date of this contract, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the consultant in performing the services, payments to the consultant shall not be immediately adjusted. However, the consultant shall promptly notify the client (or such agent or representative designated by the client) of any taxes paid, and the consultant shall cooperate with, and take such actions as may be requested by the client, or its agents or representatives, in seeking the prompt and proper reimbursement of such taxes through subsequent payments that become due to the consultant.

44.Services, Facilities and Property of the Client

44.1 The client shall make available to the consultant and the personnel, for the purposes of performing the services and free of any charge, the services, facilities and property described in annex F at the times and in the manner specified in annex F.

44.2 In case that such services, facilities and property shall not be made available to the consultant as and when specified in annex F, the parties shall agree on (a) any time extension that it may be appropriate to grant to the consultant for the performance of the services, (b) the manner in which the consultant shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the consultant as a result thereof pursuant to GCC sub-clause 18.1.

45.Payment

45.1 In consideration of the services performed by the consultant under this contract, the client shall make to the consultant payments in the manner provided in GCC clause 18.

46.Counterpart Personnel

46.1 The client shall make available to the consultant free of charge such professional and support counterpart personnel, to be nominated by the client with the consultant's advice, if specified in annex F.

46.2 If counterpart personnel are not provided by the client to the consultant as and when specified in annex F, the client and the consultant shall agree on (a) how the affected part of the services shall be carried out, and (b) the additional payments, if any, to be made by the client to the consultant as a result thereof pursuant to GCC sub-clause 18.1.

46.3 Professional and support counterpart personnel, excluding the client's liaison personnel, shall work under the exclusive direction of the consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the consultant that is consistent with the position occupied by such member, the consultant may request the replacement of such member, and the client shall not unreasonably refuse to act upon such request.

47. Good Faith

47.1 The Parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

48. Operation of the Contract

48.1 The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of this contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

Section VIII. Special Conditions of Contract

The clauses of the SCC amend, and supplement the clauses in the general conditions of contract of this contract

- GCC 1.1** (a) “Applicable law” means the laws and any other instruments having the force of law in Kenya, as they may be issued and in force from time to time.
(e) “Client country” means the country of *Kenya*
(q) “Local currency” means *Kenya shillings*
- GCC 3.1** This contract shall be executed in the English language
- GCC 4.1** The addresses for serving notices under this contract are:
For the client:
Aquaculture Business Development Service
Att.: Sammy Macaria
Address: P.O.Box 904-10100 Nyeri
Email: procurement@abdpcu.org
- For the consultant:
[insert full legal name of the consultant]
Att.:
Address:
Email:
- GCC 9.1** The member in charge is *[insert name of member]*
[Note: if the consultant consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 10.1 should be inserted here. If the consultant consists only of one entity, this is not applicable.]
- GCC 10.1** The authorized representatives are:
For the client:
Att.: Sammy Macaria
Address: P.O.Box 904-10100 Nyeri
Email: procurement@abdpcu.org
- Email:
- For the consultant:
[insert full legal name of the consultant]
Att.: *[insert name of the client representative]*
Address:
Email:

GCC 11.5 A resident project manager *shall* be required for the duration of this contract.

GCC 14.2 All disputes shall be settled by arbitration in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this contract.
The place of arbitration shall be a city in the borrower/recipient's country: *Nairobi*
The Applicable Law shall be the laws of the borrower/recipient's country.

IFAD Right to Observe. IFAD has the right to be an observer to any arbitration proceeding associated with this contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not IFAD is an observer to any arbitration associated with this contract, the parties shall provide IFAD with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. IFAD may enforce its rights under this contract in an arbitration conducted in accordance with this provision. The acceptance by IFAD of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.

GCC 17.1 This contract shall enter into force on the date of signing of the contract by both parties.

GCC 17.2 The commencement date shall be *1st February 2026*

GCC 17.3 The contract shall expire on 31st December 2026.

GCC 18.1 The amount of the contract is xxxxx *[US Dollars]* or xxxxx *[local currency]* or xxxxx *[US Dollars]* and xxxxx *[local currency]* (the "contract price").
The accounts are:
For US Dollars: *[insert account number]*
For local currency: *[insert account number]*

Payments for the deliverables (in lump-sum contracts): shall be made according to the following schedule of percentages of the amounts included in the contract:

Provided all reports listed under bullet 3 of the Terms of Reference have been submitted, payment for supplied inputs will be processed biweekly.

GCC 18.5 The interest rate to be applied in the case of late payments is the London Interbank overnight interest rate plus 2 percentage points (LIBOR+2)

GCC 19.1 The contract is not subject to taxation in the borrower/recipient's country

GCC 36.1 *Change of key personnel stated in the proposal shall require client approval/concurrence*

Annexes to Contract

Annex A: Description of Services

ABDP will partner with a Private Sector Anchor to support cage culture across the five riparian counties of Lake Victoria. The Anchor is expected to provide the following services,

- i. Cage culture input management system in which the anchor will undertake a synchronized supply of inputs (Fish post-fingerlings and fish feeds) based on fish growing stage. ABDP will subsidize inputs for the first fish growing cycle with up to 70% cost of inputs. The Anchor will provide the 30% cost of inputs on a buy-back arrangement where they will be expected to recover their cost once they off-take and market the fish produced.
- ii. Technical Assistance to cage culture beneficiaries in terms of cage management including provision of feeding regimes, fish feeding, regular monitoring of water quality, sampling of fish, security of cages and fish stocked, fish harvesting, fouling of cages and associated services.
- iii. Off-taking produced fish and marketing on a buy-back arrangement while ensuring beneficiaries get a fair market price for their produce, proceeds are shared as per contract, and funds for re-investing in the next fish growing cycle are set aside.

This annex A shall incorporate by reference: the proposal dated *[insert date of awarded proposal]* submitted by *[insert name of consultant awarded the contract]* in connection with the competition for this contract (the “proposal”). In the event of any inconsistency between this description of services and the proposal, the priority of interpretation shall be given to this description of services.

Annex B: Reporting Requirements

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

Annex C: Key Professional Personnel and Sub Contract

[Note: List under]:

D-1 Titles *[and names, if already available]*, detailed job descriptions and minimum qualifications of foreign key professional personnel to be assigned to work in *[insert country]*, and estimated staff-months for each.

D-2 Same as D-1 for foreign key professional personnel to be assigned to work outside *[insert country]*.

D-3 List of approved sub-consultants (if already available) and same information with respect to their personnel as in D-1 or D-2.

D-4 Same information as D-1 for local key professional personnel.

D-5 Working hours, holidays, sick leave and vacations, as provided for in GCC clause 12 (if applicable)

Annex D: Breakdown of Contract Price in US Dollars

[Note: list here the monthly rates for personnel (key professional personnel and other personnel) which will be the basis for payment in time-based contracts (FIN-4) OR, activity and deliverable costs used to arrive at the breakdown of the price - US dollars or other international currency portion (from form FIN-4) in lump sum contracts.]

Annex E: Breakdown of Contract Price in Local Currency

[Note: list here the monthly rates for personnel (key professional personnel and other personnel, activity and deliverable costs used to arrive at the breakdown of the price - local currency portion (from form FIN-4).]

In time-based contracts include here the reimbursables form (Fin-5)

In lump sum contracts the reimbursables are fixed and are included in the prices offered per deliverable. The Form FIN -5 can be included only in case additional services may be requested from the consultant.

Annex F: Services and Facilities to be Provided by the Client

[Note: list here the services, facilities and counterpart personnel to be made available to the consultant by the client.]

Annex G: 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 IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Project Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at www.ifad.org/anticorruption_policy) and its **Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

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")⁸ 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.

⁸ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

Instructions for completing the self-certification form

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

The consultant should print out, date, and attach the results page(s) to the self-certification form, which should read, “no matching records found”.

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the consultant itself are ineligible for contracts of the World Bank on the grounds of “cross-debarment”, the consultant should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the consultant believes the finding is a “false positive”.

The procuring entity will determine whether to proceed with the contract or allow the consultant to make a substitution. This determination will be made on a case by case basis and will require approval by IFAD regardless of the estimated value of the proposed contract.

All of these documents must be retained by the consultant as part of the overall record of the contract with the procuring entity for the duration of the contract and for a minimum period of three years following the completion of the contract.



Contract 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. 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 (if applicable)
<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 *[insert number of stated in the request for proposals and see the module M1 on debriefs in the IFAD Procurement Handbook for more information]* 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 *[insert number stated in the request for proposals and see the module M1 on debriefs in the IFAD Procurement Handbook for more information]* 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 *[insert number stated in the request for proposals and see the module M2 on protests in the IFAD Procurement Handbook for more information]* business days after the date of transmission of this NOITA.

Yours sincerely,

Authorised 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 18 of the general conditions of 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]

Section IX. Sample contract tripartite off-taker agreement)

1. INTRODUCTION

The Aquaculture Business Development Programme (ABDP) is a jointly funded programme by the International Fund for Agricultural Development (IFAD) and the Government of Kenya (GoK) that supports enhanced commercial viability of the aquaculture sector. The Programme Development Objective (PDO) is to increase the incomes, food security and nutritional status of the wider communities of poor rural households involved in aquaculture in 15 implementing counties namely Kakamega, Busia, Siaya, Kisumu, Homabay, Migori, Kisii, Nyeri, Meru, Tharaka Nithi, Embu, Kirinyaga, Kiambu, Machakos and Kajiado. ABDP commissioned a study in November 2022 to assess the status of cage culture in Lake Victoria Kenya with the study results indicating increased investment in cage culture and production capacity while the study's cost-benefit analysis of various cage aquaculture enterprises indicated that they could support much higher stocking densities and generate higher returns than ponds. Against this background, the ABDP Mid Term Review (MTR) Mission recommended that ABDP implements community-based cage aquaculture linked to proposed landing sites in the five Lake Victoria riparian Counties of Busia, Siaya, Kisumu, Homabay and Migori to diversify the production technologies and methods, to increase production, reduce risks, widen the outreach and increase impacts of the Programme.

Despite the higher production potential from cage aquaculture, numerous challenges have been experienced including inappropriate cage management practices, marketing or fish off taking and security of the investments. This points to the need to anchor the community cage investments to established off takers to ensure forward and backward linkages in terms management and input supply and produce marketing. The Programme Coordination Unit (PCU) developed a Cage Culture Concept Note (Approved by IFAD) recommending engagement of private entities engaged in fish farming in the five counties as anchors for the cage aquaculture farmers and to procure inputs through the selected anchors for supply to the farmers. The tripartite engagement between the Programme, the beneficiary community members operating the cages organised into small holder aquaculture groups and the off

Section IX Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

takers provides appropriate opportunities for linkages and synergies for increased production, scaling-up, sustainability, and to maximize impact.

2. THE PARTIES

2.1 The Agreement

This contract agreement (Contract) is made on the day of 2025 between the Aquaculture Business Development Programme (hereinafter referred to as “ABDP” which expression will where the context so admits include its successors and assignees) on the one hand, (insert name of Off taker Organization) (hereinafter referred to as “Off taker” which expression will where the context so admits include its successors and assignees) on the other hand, and the Smallholder Aquaculture Group (hereinafter referred to as “SAG” which expression will where the context so admits include its successors and assignees) on another hand. (Individually referred to as “Party” and collectively as “Parties”)

The SAG warrants that:

- (i) no less than 10 days before the signature of this Agreement, the SAG received a [copy of this Agreement]/[a written offer incorporating the terms of this Agreement].
- (ii) The SAG has read this Agreement or had this Agreement read to them by an independent third party and had a reasonable opportunity to understand this Agreement before signature.
- (iii) The SAG has had the opportunity to seek the advice of [an independent legal advisor]/[a producer organisation] on this Agreement before signature

2.2 Obligation of the parties

2.2.1 Obligations of the Aquaculture Business Development Programme

I) The Aquaculture Business Development through the Programme Coordination Unit (PCU) will undertake:

- a) Financial and administrative management of ABDP resources;-

- i) Facilitate procurement and installation of (10 meter diameter HDPE) XX number fish cages for the SAG;
- ii) Provide funds for purchase of quality fingerlings and feeds for the first farming cycle;
- b) Planning of Cage Aquaculture and related activities and consolidation of planned costs in the ABDP Annual Work Plan and Budgets (AWPBs);
- c) Contracting and procurement of Project-related services and supplies;
- d) Mobilization and coordination of the activities of the various ABDP partners to support the cage aquaculture project;
- e) Supervision and documentation of all activities;
- f) Undertake and participate in Knowledge management activities;
- g) Preparation of progress reports (Physical and Financial);
- h) Facilitate the preparation of Environmental Impact Assessment (EIA) and obtaining of EIA license/s.

II) The Aquaculture Business Development Programme through the County

Government of Homabay will undertake:

a) Selection of Beneficiaries

- i) Transparent Selection Process: ABDP will develop and implement a transparent, inclusive process for identifying and selecting beneficiaries. The criteria will ensure that selected beneficiaries are community members most in need of economic uplift, such as those from marginalized backgrounds.
- ii) Community Engagement: Engage local leaders and stakeholders in the beneficiary selection process to foster community ownership and ensure that selections align with community needs.
- iii) Verification and Approval: Conduct background checks and interviews to verify the eligibility of beneficiaries and gain approval from the County Government to maintain alignment with project objectives.

b) Capacity Building

ABDP will organize and conduct training sessions for Ngeri Cage Aquaculture SAGs to strengthen their skills in various aspects of aquaculture management, including;-

- i) Cage Culture Management: Practical training on handling cage operations, feeding schedules, water quality management, and fish health.
- ii) Sustainable Aquaculture Practices: Workshops on sustainable practices to minimize environmental impact, avoid overstocking, and manage waste effectively.
- iii) Financial Literacy: Sessions on financial management, record-keeping, and budgeting to enable the group to manage profits effectively and sustain cage operations long-term.
- iv) Group Dynamics and Governance: Training on team building, roles and responsibilities, decision-making processes, and collective leadership to enhance group cohesion.
- v) Gender Action Learning System (GALS): Empower group members with tools for equitable participation, gender-sensitive leadership, and collaborative planning.
- vi) Participatory Rural Appraisal (PRA): Engage the community in PRA exercises to improve problem-solving, resource mapping, and shared responsibility in managing the cages.

c) Monitoring and Data Collection

- i) Assignment of County Fisheries Officer: A dedicated County Fisheries Officer will be appointed to oversee the day-to-day operations of the project, ensuring adherence to standards and providing technical guidance.
- ii) Daily Monitoring: The officer will conduct routine inspections of fish cages, observe fish health, and monitor environmental conditions such as water quality and feeding efficiency.
- iii) Data Collection and Reporting: Systematic data collection on fish growth rates, survival rates, feed consumption, and other production metrics. The data collected will be used for monthly reporting to assess the project's progress and inform decisions.
- iv) Productivity Assessment: Evaluate productivity levels periodically, identifying any gaps or challenges that may require additional support, such as changes in feeding or adjustments in stocking density

d) Environmental Compliance

- i) Environmental Protection Oversight: ABDP will ensure that all cage operations meet national and regional environmental standards, protecting the Lake Victoria ecosystem.
- ii) Waste Management: Facilitate training and oversight on proper waste disposal and recycling practices to mitigate pollution in the lake waters.
- iii) Impact Assessment: Conduct periodic environmental impact assessments to monitor the project's effects on the local ecosystem, fish populations, and water quality.
- iv) Sustainable Operations: Ensure that production practices are aligned with the lake's carrying capacity and implement guidelines to reduce negative impacts on biodiversity.

e) Facilitation of Profit Distribution

- i) Equitable Profit-Sharing Model: ABDP will collaborate with Victory Farms to develop and implement a fair profit-sharing model, allowing community members to benefit financially from the cage culture venture.
- ii) Profit Distribution Mechanism: Establish a transparent, secure system for profit distribution, where a portion of the earnings is allocated to each beneficiary through an agreed-upon payment channel.
- iii) Reinvestment Fund: Allocate a portion of profits to a reinvestment fund to ensure the sustainability and growth of the cage aquaculture project. Profits will be distributed as follows: 50% will be reinvested into cage operations to cover ongoing expenses, maintenance, and potential expansion; 10% will support the group's administrative and operational costs; and the remaining 40% will be allocated to beneficiaries for personal household use, providing immediate economic benefits.
- iv) Empowering Financial Decision-Making: Offer guidance to ensure that profits are used effectively for community development and reinvestment, as well as for improving beneficiaries' livelihoods.

f) Conflict Resolution

- i) Establishment of a Grievance Mechanism: ABDP will set up a formal grievance mechanism for handling conflicts that may arise among partners or within the community group.

- ii) Training in Conflict Resolution Skills: ABDP will provide training for the Ngeri Cage Aquaculture SAGs members and other stakeholders in conflict resolution to foster a harmonious working environment.
- iii) Mediation Support: In the event of disputes, ABDP will mediate between the parties involved, with support from local leaders if needed, ensuring that issues are resolved quickly and fairly.
- iv) Regular Review and Feedback Sessions: ABDP will facilitate periodic meetings to discuss and address potential areas of tension, fostering open communication and proactive conflict management

2.2.2 Obligations of the Off Taker

A) Input Provision and Input Credit Mechanism

- i) Procurement and Distribution: Procure and distribute high-quality fish feeds and fingerlings to smallholder cage farmers.
- ii) Subsidy Management: Coordinate with the ABDP to apply the 70% subsidy for the first cycle and ensure transparent accounting.
- iii) Input Credit Facility: Design and implement a 30% input credit scheme for the first cycle, including:
 - Farmer/Group registration and vetting
 - Credit agreements with repayment terms
 - Recovery mechanisms at harvest
- iv) Sustainability Plan: Develop a long-term input delivery mechanism for subsequent cycles including procurement and delivery, credit model for interested farmers/groups, risk mitigation strategies and continuous farmer education.

B. Guaranteed Buy-Back Arrangements

- Market Linkages: Establish partnerships with processors, wholesalers, and retailers to ensure market access.

- Buy-Back Contracts: Draft and sign buy-back agreements with farmers, specifying:
 - Minimum guaranteed prices
 - Quality standards
 - Payment timelines
- Logistics and Aggregation: Set up collection points and logistics for fish aggregation and transport.

C. Technical Assistance and Support to farmers

- Technical Assistance: Conduct regular technical assistance to farmers/groups on:
 - Cage management and stocking (including scheduling of stocking to align to market conditions)
 - Feeding schedules and feed conversion ratios
 - Fish health monitoring and disease control
 - Harvesting and post-harvest handling
- On-Site Support: Deploy aquaculture technicians to provide hands-on support and troubleshooting
- Monitoring Tools: Introduce digital or manual tools for tracking fish growth, feed usage, and mortality rates.

D. Promotion of Sustainable Cage-Aquaculture amongst the supported farmers

- Environmental Stewardship: Promote practices that support sustainable fish farming practices, preserve water quality and biodiversity, and reduce environmental impact, such as:
 - Responsible feed use
 - Cage site rotation
 - Waste management
- Climate Resilience: Introduce adaptive practices to support farmers mitigate climate risks (e.g., temperature fluctuations, water quality changes).

- Ensure compliance with local regulations and standards.

2.2.3 Obligations of the SAG

- i) Fair Profit Sharing: Ensuring that the profits from the fish farming are distributed fairly among the community members, with some money set aside for future growth and development.
- ii) Community Involvement: Identifying and involving community members, particularly those who are vulnerable, in the project. This includes ensuring equal opportunities and creating a system that benefits the entire community.
- iii) Financial Transparency: Keeping detailed records of all financial transactions and submitting regular reports to relevant authorities to maintain transparency and accountability.
- iv) Skill Development: Organizing training programs to equip community members with essential skills like fish farming, financial management, and cooperative governance.
- v) Environmental Protection: Promoting sustainable practices in fish farming to protect Lake Victoria's ecosystem.
- vi) Community Safety: Working with local authorities to ensure the safety of the project and its resources.
- vii) Future Growth: Exploring opportunities to expand the project and increase the group's capacity to manage it independently.

3. THE PURPOSE

3.1. The off-taker commits to purchasing fish produced by the SAGs through the cage aquaculture, and the SAGs commits to producing and supplying fish, referred to as “the Goods,” to the off-taker in line with the terms outlined below.

3.2. The Parties confirm their commitment to diligently fulfilling their respective obligations under this Agreement, adhering to principles of good faith, fairness, efficiency, loyalty, and transparency. They will strive to uphold the spirit and purpose of this Agreement by acting cooperatively, consistently, and providing required information promptly and openly.

4. THE PRODUCT

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The provision of cage fish off taking service and supply of associated inputs in Kisumu County REF KEN-2000001132-0350-CS-LCS

4.1. The SAG agrees to supply all fish produced through cage aquaculture [on the designated Production Site]/[using the off taker's Inputs] exclusively to the off taker. The SAGs shall not engage in any other marketing agreements with other off takers for the fish produced on the Production Site: **(to be customised per county)** / [using the off taker's Inputs] during the term of this Agreement, unless the off taker provides written permission. The SAG shall not deliver fish to the off taker that were not produced [on the Production Site]/[using the off taker's Inputs].

4.2. The SAG may keep 2% of fish for household consumption per [season]/[delivery].

5. INPUT

Attach input schedule (Feeds and Seeds) as per tender document and pricing.

The Specifications and Priced Activity Schedules (Fish Feed)

S/N	Feed Type	Unit	Quantity	Unit Cost in Kes	Total in Kes	Delivery Days from signing
1	Crumbles	25 Kg Bag	820			
2	2mm	25 Kg Bag	1,380			
3	3mm	25 Kg Bag	2,760			
4	4mm	25 Kg Bag	1,940			
	Totals		6,900			

Specifications and Priced Activity Schedules (Fingerlings)

S/N	Item	Unit	Quantity	Unit Cost in Kes	Total in Kes	Delivery Days from signing
1	Fingerlings	NO	660,000			

6. DELIVERY AND ACCEPTANCE

6.1 Delivery

i) The Off-taker shall collect the Goods from the delivery point at [location of delivery point(s)], according to the delivery schedule, and in accordance with the technical requirements for delivery, set out in Annex [2].

ii) The costs of transportation of the Goods to the delivery point shall be paid by the off-taker. The off-taker shall bear all costs associated with the Goods after delivery to the delivery point.

iii) The SAG shall be responsible for loading the Goods. The off-taker shall be responsible for unloading the Goods.

The Party which is the owner of the delivery point shall maintain it in a reasonable state of cleanliness and hygiene.

v) The Goods shall be prepared for collection by the SAG and packaged in plastic containers provided by the off-taker. The value [insert value] of any containers supplied by the off-taker that are not returned by the Producer, or are returned in a damaged state, shall be deducted from the payment for the Goods. The SAG shall not use the containers for any purpose other than the delivery of the Goods to the off-taker. For the purposes of weighing the Goods, the weight of the containers, [insert weight], shall be deducted.

6.2 Inspection of the Produce

i) The Off-taker shall weigh, sort, and inspect the Goods at its own cost during harvesting at the cages site.

ii) Where the Off-taker fails to inspect the Goods at harvest time, all risks and costs of spoilage of the Goods occurring after delivery shall be borne by the Off-taker.

iii) The Off-taker and the SAG agree to allow a maximum [insert] kg/[insert] per cent of defects. The Off-taker shall inform the SAG when the rejection rate is beyond [insert] kg/[insert] per cent of the specified quantity and quality of Goods. Goods with defects above the maximum allowable may be rejected by the Off-taker and the associated costs shall be borne by the SAG.

iv) The SAG or the respective County Government Extension Officer may be present during the inspection of the Goods. The Off-taker shall issue a written document evidencing the specification of the Goods as inspected. Where the SAG objects to the specification of the Goods as determined by the Off-taker, the Parties shall seek a resolution in accordance with Article 11 below (Dispute Resolution).

v) The costs associated with the inspection shall be covered by the Off-taker.

6.3 Acceptance of Goods After Inspection

i) The Parties' agreement on the quantity and quality of the received Goods constitutes acceptance of the Goods.

ii) The off-taker shall provide the SAG with a written receipt specifying the time, date, quantity and quality of Goods. The written receipt shall be duly signed by the SAG and the off-taker.

iii) In case we need to have insurance: add statement

7. PRICE AND PAYMENT

7.1 Pricing

The Buyer agrees to pay the Producer the current market price [insert market index] for the Goods or the fixed price, as set out in the table below, whichever is the greater

7.2 Time and Method of Payment

The off-taker shall make the payment within 14 days from acceptance of the Goods. Payment shall be made via bank transfer to the Producer's nominated account in Kenya Shillings. Upon receipt of the full purchase amount, the SAG shall provide the off-taker with a written receipt of payment(s) made specifying the amount, time and delivery date of accepted Goods.

8. FORCE MAJEURE

Defining acceptable justifications for failing to comply with the contract, such as force majeure. Neither party will be liable for breach of this MoU (other than payment obligations) caused by circumstances beyond their reasonable control. In the event of an occurrence of any cause constituting force majeure, the affected Party will notify the other party of the inability to perform part or wholly the roles stipulated under this MoU.

9. Remedies,

Including a description of ways in which one party can be compensated for the failure of the other to meet its obligations.

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10. Duration, renewal and termination,

Providing details on the duration of the contract, arrangements for its extension or renewal, and reasons for termination.

This MoU will be terminated in any of the following ways:

- a) Upon expiry of ABDP Implementation period;
- b) By prior three (3) months written notice of either Party, and
- c) Upon premature termination of ABDP.

The termination of the MoU will not prejudice any ongoing activities and projects unless otherwise determined by the Parties.

11. Dispute resolution,

Any dispute arising from the implementation or interpretation of this MoU will be amicably settled through mutual consultations between the Parties and where no amicable settlement is reached within thirty (30) days of the commencement of such consultations, the Parties will refer the dispute for final determination by the **Intergovernmental Relations Technical Committee**.

12. Signatures,

provided by the parties, ideally in the presence of witnesses.

13. Annexes

Annex 1: Product-based quality requirements

Annex 2: Production-based quality requirements (including inspection schedule)

Annex 3: Inputs (quality standards, instructions for use, delivery schedule, pricing)

Annex 4: Delivery (technical requirements for delivery, schedule of delivery)

X: Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

I. Introduction

1. The Fund recognizes that the prevention and mitigation of fraud and corruption in its activities and operations are core components of its development mandate and fiduciary duties. The Fund does not tolerate the diversion or waste of its resources through the practices defined in paragraph 6 below.
2. The objective of this policy is to establish the general principles, responsibilities and procedures to be applied by the Fund in preventing and addressing prohibited practices in its activities and operations.
3. This policy takes effect on the date of its issuance. It supersedes and replaces the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (EB 2005/85/R.5/Rev.1) dated 24 November 2005.

II. Policy

A. General principles

4. The Fund has no tolerance towards prohibited practices in its activities and operations. All individuals and entities listed in paragraph 7 below must take appropriate action to prevent, mitigate and combat prohibited practices when participating in an IFAD-financed and/or IFAD-managed operation or activity.
5. The Fund endeavours to ensure that individuals and entities that help to prevent or report, in good faith, allegations of prohibited practices are protected against retaliation and to protect individuals and entities that are the subject of unfair or malicious allegations.

B. Prohibited practices

6. The following practices are considered to be prohibited practices when engaged in connection with an IFAD-financed and/or IFAD-managed operation or activity:
 - (a) A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
 - (b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;

- (c) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- (d) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party in order to improperly influence the actions of that or another party;
- (e) An “obstructive practice” is: (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.

C. Scope

7. This policy applies to all IFAD-financed and/or IFAD-managed operations and activities and to the following individuals and entities:
 - (a) IFAD staff and other persons working for IFAD as non-staff personnel (“IFAD staff and non-staff personnel”);
 - (b) Individuals and entities holding a commercial contract with the Fund and any of their agents or personnel (“vendors”);
 - (c) Public entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“government recipients”) and private entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“non-government recipients”) (all collectively referred to as “recipients”); and
 - (d) Individuals and entities, other than those referred to above, that receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by the Fund, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub-suppliers, bidders, consultants and any of their agents or personnel. (All such individuals and entities are collectively referred to as “third parties”).

D. Responsibilities

(i) Responsibilities of the Fund

8. The Fund endeavours to prevent, mitigate and combat prohibited practices in its operations and activities. This may include adopting and maintaining:
 - (a) Communication channels and a legal framework designed to ensure that this policy is communicated to IFAD staff and non-staff personnel, vendors, recipients

and third parties and that it is reflected in procurement documents and contracts relating to IFAD-financed and/or IFAD-managed activities and operations;

- (b) Fiduciary controls and supervisory processes designed to support adherence to this policy by IFAD staff and non-staff personnel, vendors, recipients and third parties;
- (c) Measures relating to the receipt of confidential complaints, whistle-blower protection, investigations, sanctions and disciplinary measures which are designed to ensure that prohibited practices can be properly reported and addressed; and
- (d) Measures designed to ensure that the Fund can report individuals and entities that have been found to have engaged in prohibited practices to other multilateral organizations which may be exposed to similar actions by the same individuals and entities and to local authorities in cases where local laws may have been violated.

(ii) Responsibilities of IFAD staff and non-staff personnel, vendors and third parties

9. When participating in an IFAD-financed and/or IFAD-managed operation or activity, IFAD staff and non-staff personnel, vendors and third parties will:
- (a) Refrain from engaging in prohibited practices;
 - (b) Participate in due diligence checks and disclose, as required, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
 - (c) Promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
 - (d) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity, and by having such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund; and
 - (e) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.
10. When participating in an IFAD-financed and/or IFAD-managed operation or activity, vendors and third parties will maintain all accounts, documents and records relating to that operation or activity for an adequate period of time, as specified in the relevant procurement documents or contract.

(iii) Responsibilities of recipients

11. When participating in an IFAD-financed and/or IFAD-managed operation or activity, recipients will take appropriate action to prevent, mitigate and combat prohibited practices. In particular, they will:

- (a) Adopt appropriate fiduciary and administrative practices and institutional arrangements in order to ensure that the proceeds of any IFAD financing or financing managed by the Fund are used only for the purposes for which they were provided;
- (b) During selection processes and/or prior to entering into a contractual relationship with a third party, conduct appropriate due diligence checks of the selected bidder or potential contractor, including by verifying whether the selected bidder or potential contractor is publicly debarred by any of the IFIs that are signatories to the Agreement for Mutual Enforcement of Debarment Decisions⁹ and, if so, whether the debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions;
- (c) Take appropriate action to inform third parties and beneficiaries (defined as “persons whom the Fund intends to serve through its grants and loans”) of the present policy as well as the Fund’s confidential and secure e-mail address for the receipt of complaints concerning prohibited practices;
- (d) Include provisions in procurement documents and contracts with third parties which:
 - (i) Require third parties to disclose, in the course of a procurement process and any time thereafter, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or the execution of a contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
 - (ii) Require third parties to promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
 - (iii) Inform third parties of the Fund’s jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;
 - (iv) Require third parties 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

⁹ The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading IFIs, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.
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- records (including electronic records) relating to the relevant IFAD- financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected
- (v) by auditors and/or investigators appointed by the Fund;
 - (vi) Require third parties to maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time as agreed with the Fund;
 - (vii) Inform third parties of the Fund's policy of unilaterally recognizing debarments imposed by other IFIs if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions; and
 - (viii) Provide for early contract termination or suspension by the recipient if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by the Fund;
- (e) Promptly inform the Fund of any allegations or other indications of Prohibited Practices that come to their attention;
 - (f) 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 the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund;
 - (g) Maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time, as specified in the relevant financing agreement; and
 - (h) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.
12. Where the Fund finds that prohibited practices have occurred, recipients will: (a) Take appropriate corrective measures in coordination with the Fund; and (b) Give full effect to any temporary suspension or sanction imposed or recognized by the Fund, including by not selecting a bidder, not entering into a contract or suspending or terminating a contractual relationship.
13. Prior to the implementation of an IFAD-financed and/or IFAD-managed operation or activity, government recipients will inform the Fund of the arrangements that they have made for receiving and taking action in response to allegations of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity, including by designating an independent and competent local authority to be responsible for receiving, reviewing and investigating such allegations.
14. When participating in an IFAD-financed and/or IFAD-managed operation or activity, government recipients will, in consultation with the Fund, take timely and appropriate action to launch a local investigation into allegations and/or other indications of fraud

and corruption relating to the IFAD-financed and/or IFAD- managed operation or activity; inform the Fund of the actions taken in any such investigation at such intervals as may be agreed upon by the recipient and the Fund on a case-by-case basis; and, upon the completion of such investigation, promptly share the findings and results thereof, including the supporting evidence, with the Fund. Government recipients will work with the Fund to coordinate any actions other than investigations that they may wish to undertake in response to an alleged or otherwise indicated prohibited practice.

15. Government recipients are encouraged to have in place, in accordance with their laws and regulations, effective whistle-blower protection measures and confidential reporting channels in order to appropriately receive and address allegations of fraud and corruption relating to IFAD-financed and/or IFAD-managed operations and activities.

E. Process

(i) Reporting

16. A designated confidential and secure e-mail address for the receipt of allegations of prohibited practices is available on the Fund's website.
17. In the event of uncertainty as to whether or not an act or omission constitutes a prohibited practice, the designated confidential and secure e-mail address may be used to seek guidance.
18. The Fund treats all reported allegations with strict confidentiality. This means that the Fund does not normally reveal the identity of a reporting party to anybody outside of the investigative, sanctioning or disciplinary process without the consent of the reporting party.
19. The Fund endeavours to provide protection from retaliation to any individuals or entities that have helped prevent or have reported to the Fund, in good faith, allegations or other indications of prohibited practices. IFAD staff and non-staff personnel are protected from retaliation under the Fund's Whistle-blower Protection Procedures.

(ii) Investigations

20. Where the Fund has reason to believe that prohibited practices may have occurred, the Fund may decide to review and investigate the matter, irrespective of any investigative actions launched or planned by the recipient.
21. The purpose of an investigation conducted by the Fund is to determine whether an individual or entity has engaged in one or more prohibited practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.
22. Reviews and investigations conducted by the Fund are, inter alia:
 - (a) Strictly confidential, meaning that the Fund does not disclose to anyone outside of the investigative, sanctioning or disciplinary process any evidence or information relating to the review or investigation, including the outcome of a review or investigation, unless such disclosure is allowed under the Fund's legal framework;

- (b) Independent, meaning that no authority is allowed to interfere with an ongoing review or investigation or to otherwise intervene in, influence or stop such a review or investigation; and
- (c) Administrative, as opposed to criminal, in nature, meaning that reviews and investigations conducted by the Fund are governed by the Fund's rules and procedures, not by local laws.

23. The office within the Fund that is mandated to conduct reviews and investigations into alleged or otherwise indicated prohibited practices is the Office of Audit and Oversight (AUO). Without prejudice to paragraphs 9(d) and 11(f), AUO may agree not to disclose to anybody outside of AUO any evidence or information that it has obtained on the condition that such evidence or information may be used solely for the purpose of generating new evidence or information, unless the provider of the evidence or information consents.

F. Sanctions and related measures

(i) Temporary suspensions

24. During the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, the Fund may decide, at any time, to temporarily suspend payments to IFAD non-staff personnel, non-government recipients, vendors or third parties or to temporarily suspend their eligibility to participate in IFAD- financed and/or IFAD-managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional six (6) months.
25. IFAD staff may be temporarily suspended from their duties in accordance with the applicable human resources framework.

(ii) Sanctions

26. If the Fund determines that IFAD non-staff personnel, non-government recipients, vendors or third parties have engaged in prohibited practices, the Fund may impose administrative sanctions on such individuals or entities.
27. Sanctions are imposed on the basis of: (i) the findings and evidence presented by AUO, including mitigating and exculpatory evidence; and (ii) any evidence or arguments submitted by the subject of the investigation in response to the findings presented by AUO.
28. The Fund may apply any of the following sanctions or a combination thereof:
- (a) Debarment, which is defined as declaring an individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded any IFAD- financed contract; (ii) benefit, financially or otherwise, from any IFAD- financed contract, including by being engaged as a subcontractor; and (iii) otherwise participate in the preparation or implementation of any IFAD- financed and/or IFAD-managed operation or activity;
 - (b) Debarment with conditional release, which is defined as a debarment that is terminated upon compliance with conditions set forth in the sanction decision;

- (c) Conditional non-debarment, which is defined as requiring an individual or entity to comply with certain remedial, preventive or other measures as a condition for non-debarment on the understanding that a failure to comply with such measures within a prescribed period of time will result in an automatic debarment under the terms provided for in the sanction decision;
 - (d) Restitution, which is defined as a payment to another party or the Fund (with respect to the Fund's resources) of an amount equivalent to the amount of the diverted funds or the economic benefit obtained as a result of having engaged in a prohibited practice; and
 - (e) Letter of reprimand, which is defined as a formal letter of censure for the actions of an individual or entity which informs that individual or entity that any future violation will lead to more severe sanctions.
29. The Fund may extend the application of a sanction to any affiliate of a sanctioned party even if the affiliate has not been directly involved in the prohibited practice. An affiliate is defined as any individual or entity that is: (i) directly or indirectly controlled by the sanctioned party; (ii) under common ownership or control with the sanctioned party; or (iii) acting as an officer, employee or agent of the sanctioned party, including owners of the sanctioned party and/or those who exercise control over the sanctioned party.
30. For the purposes of IFAD-financed and/or IFAD-managed operations and activities, the Fund may consider as debarred individuals and entities that have been debarred by another IFI where: (i) that IFI is a signatory to the Agreement for Mutual Enforcement of Debarment Decisions; and (ii) such debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.¹⁰

(iii) Disciplinary measures

31. If the Fund finds that IFAD staff have engaged in prohibited practices, the Fund may apply disciplinary measures and may require restitution or other compensation in accordance with the applicable human resources framework.

G. Referrals and information-sharing

32. The Fund may, at any time, refer information or evidence relating to an ongoing or completed investigative, sanctioning or disciplinary process to the local authorities of a Member State. In determining whether such a referral is appropriate, the Fund takes into consideration the interests of the Fund, the affected Member States, the individuals or entities under investigation and any other persons, such as witnesses, who are involved in the case.
33. If the Fund obtains information or evidence indicating potential wrongdoing in connection with the operations and/or activities of another multilateral organization, the Fund may make such information or evidence available to the other organization for the purposes of its own investigative, sanctioning or disciplinary processes.

¹⁰ The Fund may, in the future, decide to also recognize debarments imposed by entities that are not signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

34. In order to facilitate and regulate the confidential exchange of information and evidence with local authorities and multilateral organizations, the Fund seeks to conclude agreements which establish the rules for such an exchange.

H. Operational responses to Prohibited Practices

(i) Rejection of an award of contract

35. The Fund may refuse to give its no-objection to the award of a contract to a third party if it determines that the third party, or any of its personnel, agents, subconsultants, subcontractors, service providers, suppliers and/or their employees, engaged in a prohibited practice while competing for the contract in question.

(ii) Declaration of misprocurement and/or ineligibility of expenditures

36. The Fund may, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that a third party or a representative of the recipient has engaged in a prohibited practice in connection with the procurement process or contract at issue and that the recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

(iii) Suspension or cancellation of loan or grant

37. If the Fund determines that a recipient has not taken timely and appropriate action, satisfactory to the Fund, to address prohibited practices when they occur, the Fund may suspend or cancel, in whole or in part, the loan or grant affected by such practices.