



Re-advertisement of Request for Technical and Financial Proposals

Small Consulting Services

**RFP NUMBER:
GBM/PR/ LSGA/JUNE /
2021/00009**

**TITLE: TO DEVELOP GBM LIVELIHOOD AND
ECONOMIC EMPOWERMENT STRATEGY AND –
GENDER ACTION PLAN**

**PROJECT: THE MAU RESTORATION PROJECT (AFD CKE
1150 01 E)**

Funded by AFD KENYA – French Development Agency

Issued on: 2nd December 2021

The Table of Contents

Article I.	Invitation for Technical and Financial Proposals	2
Article II.	Technical Proposal Submission Letter	3
Article III.	Technical Proposal	4
Article IV.	Financial Proposal Submission Letter	5
Article V.	Financial Proposal Standard Forms	6
Article VI.	Terms of Reference (ToR)	9
Article VII.	Preparations of Proposals	13
Section 7.01	The Timelines and Schedule for the consultant services	13
Section 7.02	Estimated Person-days	14
Section 7.03	Proposal validity	14
Section 7.04	A Pre-Proposal conference	14
Section 7.05	Submission and Sealing of Proposal	14
Section 7.06	Proposal Clarifications	15
Section 7.07	Proposal Amendments	15
Section 7.08	Information to Service Providers	15
Section 7.09	Confidentiality	24
Section 7.10	Opening of Proposal	24
Article VIII.	Evaluation Criteria	24
Section 8.01	Evaluation of Technical Proposals	24
Section 8.02	Evaluation of the Financial Proposal	26
Article IX.	Standard Contract	27
Section 9.01	ANNEX A - Terms of Reference and Scope of the Services	30
Section 9.02	ANNEX B - Consultant's Technical Proposal	31
Section 9.03	ANNEX C: Work schedule and planning for deliverables	32
Section 9.04	ANNEX D: Team Composition, Assignment and Key Experts' Input	33
Section 9.05	ANNEX E: Curriculum Vitae (CV)	34
Section 9.06	ANNEX F - Payment Schedule and Modalities	36
Section 9.07	ANNEX G - Statement of Integrity, Eligibility and Social and Environmental Responsibility	38

Article I. Invitation for Technical and Financial Proposals.

1. The *Green Belt Movement* (hereinafter called “GBM” or “Client”) *has received* financing (hereinafter called “the funds”) from the Agence Française de Développement (AFD) toward the cost of **The Mau Restoration Project (AFD CKE 1150 01 E)**- The Client intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.

The Green Belt Movement now invites proposals from consulting firms with technical expertise in gender empowerment, economics in livelihood improvement and sustainable land management to design and implement the community-based gender action plan and livelihood strategy for Nandi North, Dundori and Tinderet project sites. More details on the Services are provided in the Terms of Reference (TORs).

2. A Consultant shall be selected under the selection method based on combined quality and cost (mostly Consultant’s qualifications and total cost) where the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the evaluation criteria.
3. The candidate’s experience in similar contracts in nature in Kenya and their proven knowledge/skills in technical expertise in
 - 3.1. Livelihood sector analysis, activities implementation design & process steps, needs assessment surveys, monitoring, and evaluation and action plans,
 - 3.2. Past performance in mainstreaming community-based livelihood programming and nature-based Solution project management with vast experience in sustainable land management, climate smart agriculture, Social or Natural Sciences or another relevant discipline, preferably with a specialization in gender and project cycle management.
 - 3.3. Thorough understanding of the gender context in [country], and experience working with government institutions and international or non-governmental organizations supporting gender and development work in the specific area of intervention;
 - 3.4. Knowledge of environment and socio-economics, knowledge of the project watersheds, geographical area, and local dialects shall be a critical criterion in the selection.
4. This Request for Proposals includes the following documents:
 - This Letter of Invitation
 - Company profile
 - The letter of Submission of the Technical Proposal
 - Technical Proposal
 - The letter of Submission of the Financial Proposal
 - Financial Proposal
 - Terms of Reference
 - Statement of Integrity
 - Standard Form of Contract.
5. Please inform us upon receipt:
 - (a) That you received the Request for Proposals; and
 - (b) Whether you will submit a proposal or not.
6. Your proposal shall comprise of documents listed in *section of 7.05* of this request for proposal and must be received at the following address: **The Chair Procurement Committee, The Green Belt Movement, Adams Arcade, Kilimani Road, Off Elgeyo Marakwet Road** by 3rd January 2022
7. Any request for clarifications may be shared by letter addressed to the same detail address provided for under *section 7.06* of this request for proposal document. If necessary, you may request any clarifications by sending an email to tenders@greenbeltmovement.org.

Article II. Technical Proposal Submission Letter

[Location, Date]

To: [Name and address of Client]

Dear Sir/ Madam:

We, the undersigned, offer to provide the Services for [Insert title of Services] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to the rejection of our Proposal by the Client;
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in, **section 7.03** of this RFP.
- c) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts as indicated in **section 7.03** of this RFP shall end Contract negotiations;
- d) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated at **article VII** of this RFP.

We acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

We remain,

Yours sincerely,

Authorized Signature [in full and initials]: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or Joint Ventures name): _____

In the capacity of: _____

Address: _____

Contact information (phone and email): _____

Article III. Technical Proposal

- a) The shortlisted Consultants are invited to submit a technical Proposal for the Services named in this RFP.
- b) The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant and shall be prepared using the standard forms provided in **section 3.01** below.
- c) The technical Proposal shall not include any financial information. A technical Proposal containing material financial information shall be declared non-responsive

Section 3.01 Methodology and Work Plan to Perform the Services

The recommended outline of your Technical Proposal is a maximum of 50 pages, inclusive of charts, diagrams, work plan and an executive summary of the full Technical Proposal) as follows:

a) Methodology. Specify your understanding of the objectives of the Services, your methodology for carrying out the activities, and meeting the expected outputs that shall be detailed. Issues to be addressed and their consequences shall be highlighted, and the methodology to tackle them shall be provided.

*b). Work Plan. Specify the nature and duration of each activity of the Services, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should evidence a clear understanding of the TORs and the ability to translate them into a realistic working plan. A list of the final documents, including reports to be delivered as final output, should be included here. The work schedule form (**at Annex C**) of this RFP may be used for that purpose.*

*C). Consultant's Organization and Staffing: Please describe the structure and composition of your team, including a list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff, and staffing for training, if the Terms of Reference specify training as a specific component of the Services. Experts' inputs should be specified and should be consistent with the proposed methodology and the TORs requirements. For Key Experts, the input should be indicated individually for the same positions as required under the evaluation criteria. **Annex D** of this RFP may be used for this purpose.*

"Key Expert(s)" means an individual professional provided by the Consultant or its Subconsultant, whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's Proposal.

"Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually

Section 3.02 Expert's Curriculum Vitae (CV)

*A detailed and up-to-date CV(s) shall be provided. **Annex E** of this RFP may be used for this purpose*

The consultant shall specify the names and functions of the persons who make up the proposed team and include their detailed CVs for the following experts

- 1) Lead Expert: Agronomist and Climate Smart Agriculture Specialist with expertise in Community Based Economic Empowerment/Livelihoods and poverty eradication initiatives
- 2) Expert: (Ph.D.) Sustainable Land Management, with animal expertise, livelihood, Gender projects managements, and rural development.
- 3) Environmentalist/ecologist Expert (Ph.D. or Masters)
- 4) Agriculture studies. Research and experience in baseline survey, monitoring and evaluation Expert: (Ph.D. or Masters)
- 5) Agribusiness platforms, social climate change adaptation in agriculture Expert: (Ph.D./Masters)

NB:

- (i) Consultancy expected to coordinate and oversee the development, implementation, knowledge management, monitoring and evaluation of livelihoods aspects of the programs focused on beneficiary income and asset generation with a goal of ensuring program quality and compliance.
- (ii) Indigenous people (IP) background in the Mau complex

Article IV. Financial Proposal Submission Letter

Dear Sir/Madam,

We, the undersigned, offer to provide the Services for *[Insert title of Services]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Indicate amount(s) in words and figures in local currencies]*, excluding taxes, duties and fees as *per article V* of this RFP . The estimated amount of these applicable taxes, duties and fees in the Client's country is *[Insert amount in words and figures and in local 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, i.e. before the date indicated in *section 7.03* of this RFP.

We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

Email: _____

Article V. Financial Proposal Standard Forms

- a) The Financial Proposal shall be prepared using the standard forms below and shall include all costs associated with the Services, including (a) remuneration of Key Experts and Non-Key Experts, (b) other expenses.
- b) The Consultant will be responsible for meeting all tax liabilities arising out of the Contract and where applicable GBM will deduct and submit such tax liabilities to authorities at the source.
- c) The proposal currency and payment currency shall all be in local currency (Kenya Shillings).

i) Breakdown of Costs Table:

	<i>Unit Price:</i>	<i>Quantity</i>	<i>No of Days</i>	<i>Total (tax excluded)</i>
Remuneration <i>a). Key Expert</i> K-1: Team Leader K-2: K-3: etc <i>b) Non-Key Experts;</i> N1 N2 N3 etc	<i>(fee net of taxes per day)</i>			
Sub-Total				
Other expenses:	<i>(Lump sum for each item)</i>	-		
Field Data Enumeration A).3-One Day Training/capacity-building workshops for 30 data enumerators B). Facilitation cost for data enumerators C) Field Mapping and identification of 1200 project beneficiaries D). Establish Digital land-use plans for 1200	Lump sum for workshop Lump sum for data enumeration.			

H/H covering 1700 hectares.				
3-One day Validation Workshops for 30 pax each	Lump sum for workshop			
Per diem				
Transport				
Hotel				
Printing costs				
Other Expenses (indicate)				
Sub-Total				
Taxes to be negotiated upon the award	VAT% and WHT % (lump sum)			
Sub-Total				

Consultant's signature: _____

Address: _____

ii) Summary of costs Table for Lump sum contract

Item	Cost
	<i>[Consultant must state the proposed Costs)</i>
	<i>[Insert local currency]</i>
Lump Sum Cost of the Financial Proposal (excluding taxes)¹:	
– Activity 1 (deliverable 1)	
– Activity 2 (deliverable 2)	
<ul style="list-style-type: none"> • Identification of 1200 project beneficiaries (600 in Nandi North, 300 in Tinderet and 300 in Dundori) • GIS-Mapping and delianation of project implementaion landuse areas covering 1700 hactares. • 3-Validation Workshop, 	

1

<ul style="list-style-type: none"> • <i>3-Training/capacity building workshops,</i> • <i>Data Enumeration,</i> • <i>Printing</i> 	
<u>Total Cost of the Financial Proposal (excluding taxes)¹:</u>	
Tax Estimates² in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded	
– Value Added Tax (VAT) or equivalent	
– Withholding tax ³	
– Contract registration fees ⁴	
– Customs duties	
<u>Total Estimate for taxes, duties and fees in the Client's country:</u>	

Article VI. Terms of Reference (ToR)

Section 6.01 Project Background

(a) Introduction

Founded in 1977 by Professor Wangari Maathai the Green Belt Movement's (GBM) work has focused on conserving the environment by empowering rural African women and their families and creating sustainable livelihoods. To date, over 55 million trees have been planted and hundreds of thousands of women have been empowered and experienced improved family incomes.

Underpinning GBM's work has been a fundamental understanding that when people understand the linkages between their actions and their livelihood situations (poverty, water scarcity, soil loss, and food insecurity) they are more likely to muster their energies and take action for change.

Today GBM still uses tree planting as an entry point into communities. This simple act enables our work with women and their communities, which is to start to address the root causes of the complex problems they face. Through GBM's community empowerment and education approach, GBM takes women and men from different communities through a process of identifying their problems, understanding their causes, and together exploring solutions. This approach is a powerful way to identify issues and understand linkages between cause and effect. It is also during these seminars that communities experience an awakening that they can do something about their situation.

The French Development Agency (AFD) is an international finance institution financed by the French government. It commits financing and technical assistance to projects that genuinely improve everyday life, both in developing and emerging countries and in the French overseas provinces. In keeping with the United Nations Sustainable Development Goals, AFD works in many sectors — energy, healthcare, biodiversity, water, digital technology, professional training, among others — to assist with transitions towards a safer, more equitable, and more sustainable world: a world in common.

GBM, in partnership with AFD, will be working to restore degraded areas of the Mau Forest ecosystem and improve its functions – in particular, water and biodiversity. The proposed initiative aims at expanding and replicating Phase 1 of the AFD project in rehabilitating priority watersheds of degraded sites of the Mau Forest Complex. The project targets the Mau Forest Complex, a critical ecosystem whose waters feed into Lake Victoria and the Nile River. This is well-aligned with Sustainable Development Goal SDG 6, SDG 13, and SDG 15 of the UN 2030 agenda for sustainable development and also the AFD country strategy for Kenya 2020-2025.

The proposed **project** seeks to conserve and restore degraded Dundori, Nandi North, and Tinderet forests which are part of the greater Mau Forest Complex while improving the livelihoods of surrounding communities. **The project aims to** introduce a paradigm shift from unsustainable land-use practices to Sustainable Natural Resources Management supported by forest conservation, incentives for ecosystem services, and income generation through organized alternative livelihood options and nature-based enterprises at both public and on-farm levels.

Section 6.02 The Green Belt Movement - Community Based Livelihood and Gender Empowerment Strategy

Through the Gender and Livelihood Strategic pillar, GBM aims at creating innovative, diversified and sustainable economic solutions to at least 2000 communities within priority watersheds by 2025. The major outcomes include increased access to sustainable income-generating activities (IGA), clean water, food security and clean energy for improved livelihoods. This will further increase and reinforce the rural entrepreneurship initiatives initiated by women and youth.

Income-generating activities (IGAs) are increasingly being adopted in GBM communities, especially women groups. As new sources of income, they encouraged individuals to be creative and use the resources available to them. GBM extension staff throughout Kenya helps educate communities about best practices

for IGAs and connect them to other IGA projects in their local networks. IGAs often promote traditional craftsmanship and native food harvesting. Examples of successful IGAs in GBM communities include: selling baked goods, fish farming, harvesting coffee beans, goat keeping, basket weaving, selling fireless cookers, beekeeping, selling improved cook-stoves, solar lanterns and lights.

Women are increasingly involved in the agricultural value chain and are the household members that most commonly ensure household food and nutrition security. However, their access to factors of production and entrepreneurial initiative is limited. This is due to cultural factors, lack of awareness on women's rights, poor access to information, and illiteracy. The project will expand the scope of women's opportunities so that they can intervene at all stages of the value chain. Their initiative and decision-making will be encouraged and reinforced through the activities outlined below.

Sustainable rural livelihoods can only be achieved if natural resources are used in sustainable ways. Maintaining objectivity in decisions about what constitutes sustainable use is likely to be an enormous challenge, particularly in areas where people are already extremely vulnerable and have few options other than increased use of resources. A livelihood strategy is an organized set of lifestyle choices, goals and values, and activities influenced by biophysical, political/legal, economic, social, cultural, and psychological components.

Section 6.03 The Key Components of Livelihood Improvement and Gender Strategy

(a) Empowerment of Women

The empowerment of women concerns women gaining power and control over their own lives. It involves awareness-raising, building self-confidence, expansion of choices, increased access to and control over resources and actions to transform the structures and institutions which reinforce and perpetuate gender discrimination and inequality. Skills development is key to improving rural productivity, employability and income-earning opportunities, enhancing food security and promoting environmentally sustainable rural development and livelihoods. Despite rural women's major role in agriculture and other rural activities, higher barriers in education and training limit their participation in more productive and remunerative work, perform managerial and leadership roles and participate fully in the development of their communities.

(b) Gender Strategy

It is a strategy for making women's as well as men's concerns and experiences an integral dimension in the design, implementation, monitoring, and evaluation of projects and all political, economic, and social spheres, so that inequality between men and women is not perpetuated. Gender equality refers to the situation where women and men have equal rights, responsibilities, opportunities and equal access to socially and economically valued goods, resources, opportunities and benefits; and where the different gender roles are valued equally and do not constitute an obstacle to their wellbeing and the fulfillment of their potential as responsible members of society. Gender mainstreaming refers to the process of assessing the implications for women and men of any planned action.

(c) Gender Action Plan

The gender strategy will be accompanied by a gender action plan, which clearly defines a sequenced implementation process. The interventions of gender strategy are further unpacked and assigned targets, activities, and indicators. The action plan is a core document to track the progress of gender strategy implementation within the project. It is a road map for gender activities to make the project gender-responsive and transformative and thus a more effective, efficient and successful project. The project will ensure that any gender-related adverse impact in the project is avoided, minimized and/or mitigated.

Not enough is being done towards gender mainstreaming in the environment and natural resources to make sure that women and men equally participate and access resources and benefits, thus actively contribute towards sustainable development as equal partners. On this background, GBM will develop a Livelihood and Socio-

Section 6.04 Purpose and Objectives of the study;

The main aim of this study is to explore the livelihoods of rural women for poverty alleviation and economic empowerment for the Mau Restoration Project. This component aims to improve the incomes and living

standards of the target group using interventions that are beneficial to the management of the natural resource base.

The project thus seeks a competent consultancy with technical expertise in gender empowerment, economics in livelihood improvement and sustainable land management to design and implement the community-based gender action plan and livelihood strategy.

Section 6.05 Project Objectives

- 1) The project targets a total of 1200 farmers within the three main project sites of the Dundori forest in Nakuru County, Nandi North Forest at Kipsomoite and Tinderet North Forest at Kipkurere. The consultant is expected to work closely with the GBM network within the forest buffers and with the following CFAs;
 - a) 600 H/H in Chesumei, North Nandi CFAs in Nandi County
 - b) 300 H/H in Kipkurere CFA in Tinderet North all in Nandi County
 - c) 300 H/H in Dundori CFAs in Nakuru County
- 2) Community mobilization and selection of project beneficiaries that will undergo rigorous training in Climate Smart agriculture for improved food and water security and fodder.
- 3) Undertake Community-based demonstration and practical skills on indigenous kitchen gardens, contour trenches, grass cover, silviculture, permaculture, fodder management, bench terracing, retention trenches/ holes, and roof water harvesting
- 4) Support 1200 community households with materials and tools for planting fodder trees and initiating kitchen gardens for the implementation of land-use plans.

Section 6.06 Consultancy and Study Objectives

Livelihood and Socio-Economic Empowerment Strategy, Gender Strategy and Gender Action Plan consultancy seeks to

- 1) Ensure inclusive economic growth, poverty reduction and equitable development, access to and control over resources, women in leadership and strengthening capabilities;
- 2) Bring gender into the mainstream of Mau project implementation, by providing an overarching framework to practice gender- and women inclusive approaches. This will enhance the equal and effective participation of women in the community and socio-economic decision-making structures
- 3) Develop and implement a more systematic and result oriented-focused approach to the analysis, design, and monitoring and evaluation of the integration of gender and women's empowerment within the project implementation.

Section 6.07 Scope of the Services

The service provider will be expected to undertake the following specific tasks;

- 1) To identify, describe and analyze rural women's livelihoods and how they impact on women's economic empowerment
- 2) To analyze viable commercial activities generating economic and social benefits in ways that help meet conservation objectives while also acting incentives.
- 3) To ensure that project design accommodates the needs and priorities of the target group and facilitates its participation in project interventions and that the special concerns of vulnerable groups are taken into account
- 4) To enhance gender mainstreaming and promote equal participation of women and men, boys and girls in protecting the environment and natural resources
- 5) To enhance decision making and equal access to and benefits from natural resources and economic development
- 6) Conduct a participatory gender-sensitive rural poverty and livelihood analysis in the proposed project area(s) to identify and better understand the needs, priorities, and expectations of poor rural people (including their livelihood strategies and outcomes, vulnerabilities and coping mechanisms, local poverty processes and rural institutions).

- 7) To ensure participation of women and men and their benefits from profitable economic activities in agriculture, natural resource management, and rural development. access to productive resources – including land, services and inputs, finance, training – and information to markets and institutions
- 8) Identify gender-sensitive qualitative and quantitative indicators
- 9) To unpack gender strategy into targets, activities, and indicators to track the progress of gender strategy implementation within the project

Section 6.08 Data Collection, Training, and Stakeholders Analysis

The Consultant will design appropriate methodology and participatory data collection tools and supervise **data collection to be carried out by locally accepted enumerator(s). Dependable key informants will also be** used to cross-check the validity of findings. Also, the methodology will incorporate unbiased, independent data collection where possible. The four (4) GBM field staff attached to this project will be trained as enumerators and their capacity built by the consultant to take a more pronounced role in data collection and household surveys. The consultant will further recruit and train more enumerators for data collection in addition to the four GBM staff.

The data enumeration will take place concurrently in each of the 3 project sites. It is estimated that this assignment may require at a minimum 15 data enumerators per site. The Consultant can propose their own appropriate number of data enumerators based on their methodology. During this survey, GBM will ensure that all activities subscribe to the health guidelines issued by the Ministry of Health with regard to the management of the coronavirus pandemic.

The Consultant is expected to review relevant existing public documents to inform the literature review and methodology to be used during the review and development of Livelihood and Socio-Economic Empowerment Strategy, Gender Strategy and Gender Action Plan process.

The implementation of the project will be done in coordination with relevant institutions and stakeholders and not limited to; Ministry of Agriculture, Livestock and Fisheries, County Gender Focal Points and Administration offices, Kenya National Bureau of statistics desks at the County level, Kenya Forest Service, Community Forest Association, Ministry of Interior coordination, County Governments and Community-based associations (e.g, WRUAs, CBO, FBO). Relevant National and County Government departments, and key environmental actors/enforcement agencies (e.g NEMA, KWS) will be included.

Section 6.09 Specific Deliverables, Outputs, and Reporting obligations

1. Undertake Project inception activities that entail literature review, preliminary field site, and verification visits, development of data collection, and capacity building tools in consultation with the client.
2. Production of an inception report that consolidates appropriate data collection design and training tool kits and on agreed-upon study methodology
3. Kick start and presentation of inception report meeting
4. Field -Work planning and logistics, Training workshops for GBM staff and enumerators on field data collections processes for 1200 house-holds, Data collection, cleaning, mapping, and analysis
5. Generation and sharing of the first draft progress report that incorporates the recommendation and views from the client with digital land-use plans for 1200 HH (300 in Nakuru, 300 in Tinderet and 600 in Nandi North).
6. Clearly delineated and georeferenced project intervention sites covering a total area of 1700 hectares with proposed potential livelihood and economic empowerment initiatives with recommended conservation rewards and incentives, soil and water conservation measures, Nature based enterprises, cottage industry, agribusiness, Indigenous crops and food-security gardens models for adoption.
7. Production of the second draft progress report that incorporates clients' views, site-specific summaries, and findings as annexes for the 3-project sites to be subjected to the validation exercise
8. Undertake 3-validation workshops for 30 pax for the three sites and share a detailed validation workshop report with the client
9. Conduct a participatory gender-sensitive rural poverty and livelihood analysis in the proposed project area(s) to identify and better understand the needs, priorities, and expectations of poor rural people (including their livelihood strategies and outcomes, vulnerabilities and coping mechanisms, local poverty processes and rural institutions). Identify key issues that may be addressed by the project, disaggregating data by sex and other relevant variables where possible.

10. Provide inputs into the M&E framework, project log-frame, and learning systems to incorporate gender and social inclusion perspectives, including the use of participatory approaches and disaggregated data and indicators, and to measure the performance of the strategies;
11. Identify implementation arrangements, risks and mitigation measures, costs and financing to ensure effective implementation of targeting and gender strategies.
12. Livelihoods (concerning the project's thematic focus). Livelihood assets (human, natural, physical, financial and social), for example, access to and control over land, livestock, labor, education, energy, water and sanitation, health, credit/savings and income; livelihood strategies (farm, on-farm, off-farm, settlement patterns), outcomes (food and nutrition security, income, health, well-being, social status), opportunities and threats; and main priorities for development according to leaders, men, women, youth, poor and non-poor.
13. Institutional and stakeholder analysis. Categories of stakeholders, their interests and influence; main organizations and groups in the community, their composition and leadership; membership in local authorities, organizations, and groups; and roles and strengths of national and local government organizations
14. Production of the final report for the entire studies both electronic and hard copies. It is envisaged that the consultant will print 5-copies of the report in the prescribed format. The final consolidated report will include the following aspects:
 - a. Community Based Economic Empowerment/Livelihoods, Farm management strategy
 - b. Gender strategy
 - c. Gender Action plan
 - d. Monitoring indicators and results frame-work
15. Undertake a final exit and wrap meeting with the client for the final closure of the assignment

Section 6.10 Key Experts Qualifications and Competency for the Services

A) The envisaged key expertise for this assignment should include:

- 1) A team leader (Ph.D.) who is Agronomist (Agriculture). Well experienced in issues of livelihood, economic empowerment and Gender. Extensively travelled in many parts of Kenya and other African Countries, organizing and training farmers in food security, nutrition, and poverty eradication. Strong skills in Community Based Economic Empowerment/Livelihoods and Farm management. International experience in the team will be of added value. The consultant team should demonstrate specific knowledge and experience of the Mau Complex water tower counties specifically Nakuru and Nandi.
- 2) Expert: (Ph.D.) Sustainable Land Management, with animal expertise, livelihood, Gender projects managements, and rural development. Extensive working with farmers in Kenya and many African Countries
- 3) Environmentalist/ecologist Expert (Ph.D. or Masters): Extensive experience working with farmers in Kenya and many other Countries
- 4)) Expert: (Ph.D. or Masters) Agriculture studies. Research and experience in baseline survey, monitoring and evaluation. Experience working with farmers.
- 5) Expert: (Ph.D./Masters) Agribusiness platforms, social climate change adaptation in agriculture

B) In addition, the firm must show proof of having previously successfully undertaken such services (**the proposal should have at least three written references from former clients on similar assignments**)

Article VII. Preparations of Proposals

Section 7.01 The Timelines and Schedule for the consultant services

The assignment will be undertaken within a period of **Two Months (60 days)** and is scheduled to commence on (*To be inserted upon approval*)

Section 7.02 Estimated Person-days

The total estimated number of person-days is Sixty Days (60) for the entire assignment estimated as follows: Fifteen-Days (15) for the Key Lead Expert and Forty-five Days (45) for the other Key experts.

Section 7.03 Proposal validity

- a) The Proposal will remain valid until 2nd **February 2022** (30 Thirty days) after the submission deadline.
- b) During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates, and the total price.
- c) If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation

Section 7.04 A Pre-Proposal Conference

A pre-proposal virtual conference will be held as per the below details;

Date of pre-proposal conference: 15th December 2021

Time: 14:00 Hours (Nairobi Time)

Address: Adams Arcade, Kilimani Road, Off Elgeyo Marakwet Road

Contact Person/Conference Coordinator : William Kipiego (Ag Executive Director)

Email: wkipiego@greenbeltmovement.org -

Section 7.05 Submission and Sealing of Proposal

The Consultant shall submit a signed and complete Proposal comprising of the following documents: a.

- a) **Statutory documents which include:** Certified copies of evidence of registration, VAT certificate, 2020 statement audit, and 2020 -valid tax compliance certificate among other relevant government certifications necessary for a firm undertaking such assignment and a signed statement of integrity, eligibility and social and environmental responsibility attached as annexed G of this RFP.
 - b) **Technical Proposal:** one (1) original and one (1) paper copie + one (1) digital copy (CD or flashdisk);
 - c) **Financial Proposal:** one (1) original and one (1) paper copies + one (1) digital copy (CD or flashdisk).
- N/B: The digital copy of the Technical Proposal shall not include the Financial Proposal.*
- d) An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both.
 - e) Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
 - f) The submission of both the Technical and Financial Proposals will be delivered by hand on 2nd February 2022 at 4:00 pm the following address;

Chairperson of the Procurement Committee

The Green Belt Movement,

**Address: Adams Arcade, Kilimani Road, Off Elgeyo Marakwet Road,
Nairobi- Kenya.**

- g) The Proposal shall comprise the following:

1st Inner Envelope with the Technical Proposal:

- a) Technical Proposal submission form
- b) Statement of Integrity (signed)

- c) Description of methodology, work plan and team composition (Annex C, D and E are provided as indicative format)

AND

2nd Inner Envelope with the Financial Proposal:

- a) Proposal submission form
- b) Summary of costs (article V – breakdown of prices table and summary of costs table)
- c) The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL, { DEVELOPMENT OF GBM LIVELIHOOD AND ECONOMIC EMPOWERMENT STRATEGY AND – GENDER ACTION PLAN FOR NANDI NORTH, DUNDORI AND TINDERET AREAS**” reference number: **GBM/PR/LSGS/JUNE/ 2021/00009** and with a warning “DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING.”
- d) Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL, { DEVELOPMENT OF GBM LIVELIHOOD AND ECONOMIC EMPOWERMENT STRATEGY AND – GENDER ACTION PLAN FOR NANDI NORTH, DUNDORI AND TINDERET AREAS**”, reference number: **GBM/PR/LSGS/JUNE/ 2021/00009** and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”.
- e) The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, **GBM/PR/LSGS/JUNE/2021/00009, DEVELOPMENT OF GBM LIVELIHOOD AND ECONOMIC EMPOWERMENT STRATEGY AND – GENDER ACTION PLAN FOR NANDI NORTH, DUNDORI AND TINDERET AREAS, Consultant’s name and the address,** and shall be clearly marked "DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING"

Section 7.06 Proposal Clarifications

The Consultant shall be given *fourteen days i.e. (To be inserted after approval)* clarification period before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s to the following address tenders@greenbeltmovement.org.

The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants.

Section 7.07 Proposal Amendments

- a) At any time before the Proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
- b) If the amendment is substantial, the Client shall extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- c) The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

Section 7.08 Information to Service Providers

- a) GBM will provide all the essential information to the Consultant that is key to the development of both the Technical and Financial Proposals.

- b) The reading pack provided to the Consultants shall entail the following,
- The Project Logical framework
 - Map of the project area
- c) All Consultants are expected to read and sign the Integrity Statement whose provisions shall be binding. (Attached as Annex G of this RFP).
- d) The preparation of the Proposal and implementation of services will be undertaken in strict compliance and adherence to the **Government of Kenya (GOK)** protocols on COVID-19 pandemic.

OBJECTIVES	INDICATOR	MEANS OF VERIFICATION	ASSUMPTIONS
Development GOAL:			
<p>The globally important biodiversity of the Mau Water Tower and its functions are sustainably maintained.</p> <p>Aligned to SDG 13 and SDG 15</p>	<ul style="list-style-type: none"> The conservation status of the selected 6 critical watersheds and biodiverse landscapes (wetlands, riparian, forest buffers) in Mau Water tower improved over baseline. Through The Mau Water Tower Restoration, it is expected that there will be an increased awareness on the linkage between the destruction of forests, climate change, agricultural productivity, and socio-economic problems 	<ul style="list-style-type: none"> Before and After benchmark assessment in the selected forest and agroforestry sites at the start and end of the project 	
<p>Overall goal To secure ecosystem services and improve livelihoods through sustainable land management practices and protection actions in Six (06) priority watersheds (Kimondi, Isikhu, Kesses, Ainobngetuny, Rongai and Lake Nakuru)</p>	<ul style="list-style-type: none"> Attitude change of target beneficiaries towards soil and water conservation. The 3 targeted forest are (Nandi North, Tinderet and Dundori) At the end of the project, lessons from the project on integrated watershed management, policy development, capacity building or information management, with help of external stakeholders and financial resources have been adopted in critical watersheds of Mau Water- Tower. 	<ul style="list-style-type: none"> Activity reports Evaluation reports Watershed Management Plans 	<ul style="list-style-type: none"> There will be political will to realign policy and legal framework on water, forest, and the environment with the constitution and vision 2030 key stakeholders will participate in the joint planning and actions Sufficient and timely funding
IMMEDIATE OBJECTIVES			(Objective to Goal)

<p>Environmental goods and services in a network of critical watersheds of Mau Water-Tower conserved and socio-economic empowerment of rural households enhanced</p> <p>Replication of project objectives and best lessons in other (not covered by this project) critical watersheds in Mau brought to Full Restoration level.</p>	<ul style="list-style-type: none"> • The six Mau watersheds will be protected and land productivity improves and reduces pressure on gazetted forests • Length of river riparian, area of forest rehabilitated, and land under soil conservation measures 	<ul style="list-style-type: none"> • Conservation status maps (GIS land use & biodiversity) of Mau Water-Tower sites at the start and end of the project. • AFD commissioned reviews • Progress reports of implementation of management plans at project sites and others. 	<ul style="list-style-type: none"> • Local social and economic conditions do not change dramatically. • Local political conditions do not change dramatically. • Sustained stakeholder interest and organization • Financial resources are made available for Mau Restoration Project conservation on mid- and long-term
---	---	---	--

OUTCOMES		(Outcome to obj.)	
Objective 1: To rehabilitate 300 hectares of degraded forest sites by replanting local indigenous species using the GBM Ten (10) Steps Watershed-Based Procedure. This will continue to maintain hydrology, the soil, forest biodiversity as well as sequester carbon.			
Outcomes and Out-puts	Indicator	Means of Verification	Assumptions

<p>Outcome 1 1. Sustainably restored forest ecosystems contributing to improved hydrological functions, climate resilience and community livelihoods in Six Mau priority watersheds</p> <p><i>Outputs</i></p> <p>1.1 300,000 trees planted in the forest, leading to conservation of 300 ha of forest ecosystem by local communities</p> <p>1.2 Awareness on the linkage between the destruction of forests and other ecosystems, climate change, agricultural productivity and socio-economic problems raised</p> <p>1.3 Participatory Forest Management Plans defined and under implementation</p> <p>1.4 Formal forest conservation agreements initiated in all three project sites</p> <p>1.5 Over 500 forest-adjacent community members to manage local ecosystems for biodiversity protection and sustainable production mobilized</p>	<ul style="list-style-type: none"> • Bring under good forest conservation and management of 300 hectares with a clear partnership with KFS, CFA and local communities for sustaining the conservation effort beyond the project period. • The over 500 forest-adjacent community members empowered with skills in reforestation, monitoring and evaluation and are able to adapt to environmental trends. • Number of globally significant species protected and planted by CFAs in the watersheds • The No. of individuals who have planted multi-purpose trees on their farms • A Participatory Forest Management Plan agreed to by local stakeholders in all project intervention sites, two years after the start of the project. • The project will bring together different stakeholders in the reforestation, conservation and management efforts and enhance community ownership of forests, water catchments and other natural resources • Number of Community Empowerment agents (CTOTs) trained and acting as environmental stewards in the wider Mau water tower as result of CEEE workshops and seminars are undertaken 	<ul style="list-style-type: none"> • Report on the implementation of PMP • GIS Land use maps (year one, year three and end of the project) of each project area. • Statements of conservation agreements • Surveys among local stakeholders directed to their productive activities in year one, year three and end of the project. • Monitoring of direct and indirect contributions to household income in each project site by means of household surveys • GIS Watersheds status reports and briefs 	<ul style="list-style-type: none"> • Sustained support from forest-adjacent farmer communities for the execution of management plans. • County and National Governments support the enabling environment.
---	---	---	---

<p>Objective 2: To sustainably support and diversify the sources of income for 1200 community members neighboring the forest by generating income from tree planting activities and promoting alternative and profitable uses of the forest</p>			
<p>Outcomes and Out-puts</p>	<p>Indicator</p>	<p>Means of Verification</p>	<p>Assumptions</p>

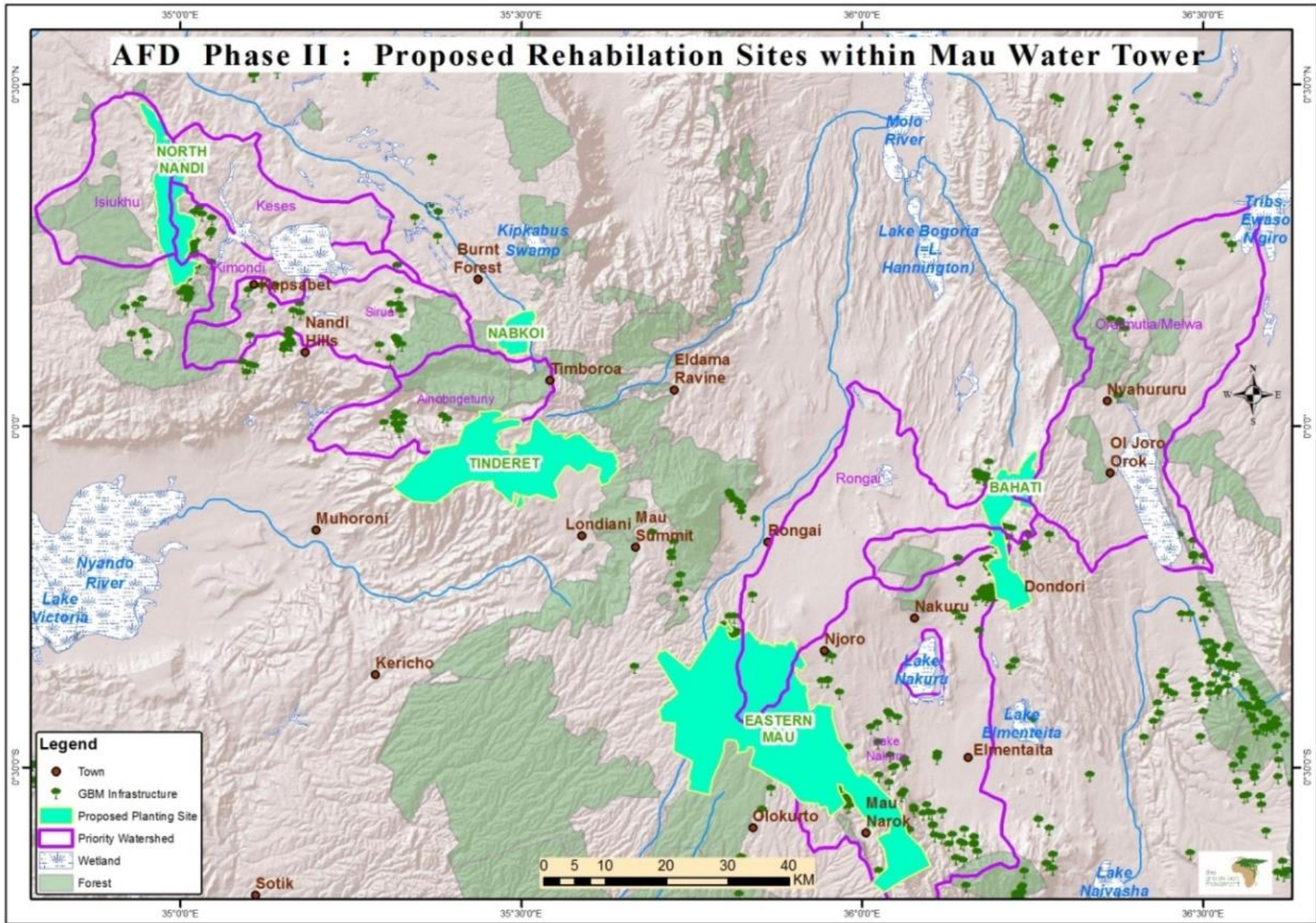
<p>Outcome 2 Improved food security, economic empowerment and livelihood opportunities of smallholders</p> <p><i>Outputs</i></p> <p>2.1. Viable nature-based enterprises (NBEs) established and sustainably managed by the community to supplement the income received through tree payments.</p> <p>2.2. Over 500 forest-adjacent community members supported with conservation rewards and incentives for adopting SLM measures</p> <p>2.3. Availability and accessibility of accurate baseline information on livelihood situation in priority watersheds</p> <p>2.4. Enhanced communities skills and capacities on climate-smart agriculture, cost-effective water harvesting initiatives and high-quality agriculture products</p>	<ul style="list-style-type: none"> • At the end of the project, at least 85% of all beneficiaries (house-holds, TNGs, CFAs) that apply novel sustainable management practices, have received a positive contribution (e.g., monetary and in-kind income, time savings, increased food security) • At the end of the project, more than 1000 households have improved livelihoods as a result of adopting good agricultural practices providing quality water for domestic use, fodder, diversified diet and increased disposable incomes at households • Over 75% of participating GBM groups in the identified viable and profitable cottage industry • Number of digital land-use plans developed and implemented put under sustainable land management • Number of Indigenous crops and food-security gardens established • Increased food availability & consumption sourced from the farm for more than 50% of project beneficiaries • Increased varieties & species of indigenous food crops at the farm level by more than 50% of the project beneficiaries • Rainwater runoffs, flooding and soil erosion have reduced in the long term therefore safeguarding the livelihoods of many community members. • Sustainable land management practices in use by local stakeholders • Reduced communities' over-dependency on forests and other natural resources issues 	<ul style="list-style-type: none"> • Target groups survey (start, mid-term and end of the project) on the application of evaluated experiences. • Percentage of community members participating in forests, soil, and water conservation • No. of forest/water/soil conservation structures initiated • Pre- and post-evaluation of participants in capacity building programs with a tailor-made scorecard. • Reports on visits to other areas by participants in the training program 	<ul style="list-style-type: none"> • The political commitment of participating counties is assured. • Sustained Multi-Stakeholder coordination
--	---	--	--

Objective 3: Support advocacy and networking initiatives on environmentally sound policies and actions for forest protection, management, and regeneration.

<p>Outcome 3 Campaigns, communications, and advocacy to influence legislation, policy, and practice in relation to environmental conservation and protection are scaled –up <i>Outputs</i> 3.1. Capacity building workshops/training to foster and sustain campaigns on peace, good governance, democracy, forests, tree planting, and climate change implemented 3.2. Local policy instruments at County levels agreed and reinforced for implementation 3.3. Policy implementation initiatives reinforced at county levels (Nakuru and Nandi) 3.4. Management capacities for three target groups of key Mau stakeholders improved 3.5. Exchange of experiences between local stakeholder groups implemented</p>	<ul style="list-style-type: none"> • At the end of the project, in each of the three project sites, at least two initiatives to implement Participatory Forest Management identified key policies to support conservation and sustainable use of Mau Water Tower are being conducted. • At each of the project intervention sites, best conservation practices that assure the implementation of forest and land management plans have been agreed upon and implemented by local and County stakeholders, three years after the start of the project. • Policy influence and advocacy work promoted and facilitated through civic & environmental education to raise awareness on the linkages between governance and sustainable management of the resources. • More specifically the communities are able to recognize the linkage between the destruction of forests and ecosystems, change in rainfall patterns & water availability, and agricultural productivity. 	<ul style="list-style-type: none"> • Documentation on policy instruments at different levels (government decisions, external evaluation, etc.) • Description of initiatives at the county level to implement key policies • Activity report • Media reports • Online discussions • Published and disseminated policy briefs 	<ul style="list-style-type: none"> • Target groups of training programs continue to be related to Mau Restoration Project management at the sites.
4) Develop a robust internal monitoring and GIS systems for effective delivery of the Community Livelihoods program			
Objectives	Indicator	Means of Verification	Assumptions

<p>Outcome 4 <i>Outputs</i></p> <p>4.1. A consultant engaged to support GBM develop a comprehensive monitoring framework for impact (socio-economic) and gender action plan at the household level and at the watershed level.</p> <p>4.2. Enhanced institutional capacity for improved strategic leadership and management.</p> <p>4.3. Geographical Information System (GIS) tools and ground-truthing information generated for maximum impact.</p> <p>4.4. Detailed socio-economic and biodiversity surveys undertaken</p> <p>4.5. Video documentary of project milestones and Impacts</p> <p>4.6. Capacity development and training program for staff and GBM volunteers</p> <p>4.7. Replication strategy of the project concluded, including its mechanism for implementation</p> <p>4.8. Sharing best practices and strategic lessons to global fora including the UNFFFC COP 26 and 27.</p>	<ul style="list-style-type: none"> • A representative set of members of the three main target groups of the training program have increased their capacity to sustainably manage the Mau Water Tower restoration by at least 50% (scorecard value) after participation in the basic training program. • Key project stakeholders and GBM have adopted a commonly designed strategy consisting of (1) lessons identified, (2) a list of potential sites and stakeholders, and (3) an execution timetable for replication. • Strengthened capacity of GBM internal system to continuously deliver and monitor livelihood improvement in pilot watersheds • Best lessons, sites, and stakeholders identified and implementation timetable for replication finalized 	<ul style="list-style-type: none"> • Monitoring records • Community surveys • Farmer records • Community survey • Group records • Minutes of meetings of steering committees • GBM, KFS, and County Government agreements on replication strategy 	<ul style="list-style-type: none"> • Government and NGO support for and participation in environmental education projects. • Increased awareness results in better decisions taken. • CFAs and local beneficiaries are successful in generating financial support for their activities. • Agencies and institutions whose actions can potentially affect Mau Restoration Project biodiversity assimilate lessons from the project
--	--	--	---

AFD Phase II : Proposed Rehabilitation Sites within Mau Water Tower



Section 7.09 Confidentiality

- a) From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- b) Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- c) Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing

Section 7.10 Opening of Proposal

- a) The opening shall take place at the same proposal submission address provided for in *section 7.05* on 4th January 2022 **(To be inserted after approval)**
- b) The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend in person
- c) The envelopes with the Financial Proposal shall remain sealed and shall be securely stored at GBM Safe-box until they are opened in accordance with section 7.11 part (b).
- d) At the opening of the Technical Proposals the following shall be read out:
 - i. the name of the Consultant
 - ii. the presence or absence of a duly sealed envelope with the Financial Proposal;
 - iii. any modifications to the Proposal submitted prior to Proposal submission deadline; and
 - iv. any other information deemed appropriate or as indicated in this RFP document.

Article VIII. Evaluation Criteria

- a) While evaluating the Proposals, GBM will conduct the evaluation solely based on the submitted Technical and Financial Proposals.
- b) Additionally, the Consultant will be expected to submit all legal compliance documents relating to the certified evidence of registration, valid VAT certificate, 2020 financial audit report, and 2020 tax compliance certificate among other relevant government certifications necessary for a firm undertaking assignment.
- c) Further, each bidder is required to submit a duly signed statement of integrity, eligibility, and social and environmental responsibility in the form **attached at Annex G** of this Request for Proposal document.

Section 8.01 Evaluation of Technical Proposals

The Technical Proposals will be evaluated based on their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the below datasheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the RFP

Criteria	Points
1. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)	40
2. Key Experts' qualifications and competence for the Services:	50
3. Transfer of knowledge (training) program (relevance of approach and methodology)	5
4. Participation of nationals as Key Experts	5
TOTAL	100

Evaluation of criterion N°1:

The number of points to be assigned for this criterion shall be determined considering the following five sub-criteria and relevant percentage weights:

(i) The methodology is clear and complete: all services, organization described, resources mobilized, list of activities, risks and assumptions	[36]
(ii) The methodology is relevant: it brings an added value to the TORs and contains innovations	[44]
(iii) The work plan is detailed, realistic and in line with the TORs and proposed methodology	[5]
(iv) The number of experts and the expected number of working days for each expert are adequate to satisfactorily perform each activity.	[10]
(v) The allotment between regional experts and national experts, or between experts on site and at headquarters, achieves the expected results	[5]
TOTAL	100%

Evaluation of criterion N°2:

The number of points to be assigned to each Key Expert mentioned above shall be determined considering the following four sub-criteria and relevant percentage weights:

(i) General qualifications (general education, training, and experience)	[15]%
(ii) Adequacy for the Services (relevant education, training, experience in the sector/similar services)	[60]%
(iii) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	[10]%
(iv) Number of years of experience of the Expert with the Consultant	[15]%
Total Weight	100%

The minimum technical score (St) required to pass is: 80 %

Section 8.02 Evaluation of the Financial Proposal

- i. **Correction of errors:** Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.
- ii. **Abnormally low Financial Proposal:** If the Financial Proposal is **twenty per cent (20%) or more, lower** than the Client's estimate, and unless the Client provides justification that the estimate is inaccurate, the Client shall require the Consultant to produce detailed price analyses for any or all items of the Financial Proposal to demonstrate the internal consistency of those prices and priced quantities with the methodology, resources and schedule proposed, as well as the Terms of Reference (TORs). Notwithstanding provisions of the above section on errors which shall not apply, if inconsistencies are evidenced, the Financial Proposal shall be declared non-compliant and rejected.
- iii. The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

Sf = 100 x Fm/F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.

The weights given to the technical (T) and financial (F) Proposals are:

T = _____ [80],

and

F = _____ [20].

Proposals are 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 = 1) as following: S = St x T% + Sf x F%.

iv. Technical negotiations

The negotiations shall include discussions about the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract and shall not modify the ranking of the Proposals.

v. Financial negotiations

The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a lump-sum Contract shall not be negotiated.

vi. Conclusion of negotiations

The negotiations will be concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond.

Article IX. Standard Contract

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of the Services]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*; Telephone: _____, Email: _____.

BACKGROUND

The Agence Française de Développement (the “AFD”) and *[insert name of Client]* have signed a Financing Agreement for *[insert name of project]* (the “Project”).

The Client requires the Consultant to perform the Services described in Annex A as part of the implementation of the Project.

WHEREAS, the Client wishes to have the Consultant performing the Services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services and submit the reports specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).

(ii) The Consultant shall mobilize the expertise and shall use the methodology specified in Annex B, “Technical Proposal of the Consultant”.

2. Contract Period The Consultant shall perform the Services during the period commencing *[insert start date]* and ending on *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Payment modalities

The payment schedule and conditions are specified in Annex C.

Payments shall be made no later than 30 days following submission of original invoices in duplicate to the Coordinator designated in article 4 on the following bank account:

Bank account number:

Bank account's name:

- 4. Contract Administration**
- A. Coordinator
- The Client designates Mr./Ms. *[insert name]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of the Services under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.
- B. Reports
- The reports listed in Annex A, "Terms of Reference and Scope of Services" shall be submitted as part of the Services, and will constitute the basis for payments to be made under article 3.
- 5. Performance Standard** The Consultant undertakes to perform the Services in compliance with the highest ethical and professional standards.
- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any study, report or other output such as drawings, software or else, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for subscribing to an appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of *[insert country of the Client]*, and the language of the Contract shall be the English language.
- 12. Termination** The contract may be terminated by the Client if the Consultant fails to perform the Services or fails to submit satisfactory reports as specified in Annex A. The

termination shall be preceded by a 30 days' notice.

- 13. Dispute Resolution** Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.
- 14. Declaration of Integrity** The Consultant commits to comply with the requirements specified in the Declaration of Eligibility and Social and Environmental Responsibility, a signed copy of which is attached as Annex D.
- 15. Consultant's Status** If the Consultant has the status of an independent consultant, the Consultant shall not be deemed to be an employee of the Government of the Country of the Client or an employee of the Client by virtue of the Contract. The Consultant shall have no right to payments, allowances, compensation, pension or reimbursements of any kind, except as explicitly specified in the Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

Section 9.01 ANNEX A - Terms of Reference and Scope of the Services

1. Background and justification of the Services;
2. Objectives of the Services;
3. Scope of the Services;
4. Reports to be submitted by the Consultant;
5. Consultant's required profile;
6. Time schedule of the Consultant Services.

Section 9.02 ANNEX B - Consultant's Technical Proposal

[Insert here the Consultant's methodology and CV(s).]

Section 9.03

ANNEX C: Work schedule and planning for deliverables

(Indicative format)

N°	Deliverables ⁵ (D - __)	Weeks ⁶⁷											TOTAL	
		1	2	3	4	5	6	7	8	9	...	n		
D - 1	<i>[e.g., Deliverable #1: Report A]</i>													
	1. Data collection													
	2. Drafting													
	3. Inception report													
	4. Incorporating comments													
	5. ...													
	6. Delivery of final report to Client													
	Etc.													
D - 2	<i>[e.g., Deliverable #2: _____]</i>													
	Etc.													
n														

⁵ List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased Services, indicate the activities, delivery of reports, and benchmarks separately for each phase.

⁶ Duration of activities shall be indicated in a form of a bar chart.

⁷ Include a legend, if necessary, to help read the chart.

Section 9.04

**ANNEX D: Team Composition, Assignment and Key Experts' Input
(Indicative format)**

N°	Name	Expert's Input (in person/month) per each Deliverable (listed in Annex C)								Total Time Input (in Months)		
		Position	Location	D - 1	D - 2	D - 3	D -	Etc.	Home ⁸	Field ⁹	Total
KEY EXPERTS¹⁰												
K-1	[e.g., Mr. Abbb]	[Team Leader]	[Home]	[2 Days]	[1.0]	[1.0]						
			[Field]	[0,5 m.]	[2.5]	[0]						
K-2												
K-3												
...												
Subtotal												
NON-KEY EXPERTS												
N-1			[Home]									
			[Field]									
N-2												
...												
Subtotal												
Total												

⁸ "Home" means work in the office in the expert's country of residence.

⁹ "Field" work means work carried out in the 3 project sites in Nandi and Nakuru Counties

¹⁰ For Key Experts, the input should be indicated individually for the same positions as required under the evaluation criteria

Section 9.05 ANNEX E: Curriculum Vitae (CV)
(Indicative format)

Position Title and No.:	<i>[e.g., K-1, Team Leader]</i>
Name of Expert:	<i>[insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
Country of Citizenship/Residence:	<i>[insert country]</i>

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained.]*

Employment record relevant to the Services: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the Services does not need to be included.]*

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Services
<i>[e.g., May 2015 – present]</i>	<i>[e.g. Ministry of _____, advisor/consultant to _____ For references: phone _____ / email _____, Mr. Bbbbbbb, deputy minister]</i>		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Services:

Detailed Tasks Assigned to Consultant’s Team of Experts	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>[List all deliverables/tasks as in Annex C in which the Expert will be involved]</i>	

Expert’s contact information: *[email: _____, phone: _____]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the Services in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

Name of Expert Date *[day/month/year]*
Signature

Name of authorized Representative of the Consultant Date *[day/month/year]*
[the same who signs the Proposal] Signature

Section 9.06 ANNEX F - Payment Schedule and Modalities

[The following table is provided as an indicative template and that will be adapted to this RFP.

The Contract is a lump-sum contract

[Insert here the Financial Proposal table resulting from price negotiation with the Consultant].

Item	Cost
	[Consultant must state the proposed Costs)
	[Insert local currency]
Lump Sum Cost of the Financial Proposal (excluding taxes)¹¹:	
– Activity 1 (deliverable 1)	
– Activity 2 (deliverable 2)	
<ul style="list-style-type: none"> • 3-Validation Workshop, • 3-Training/capacity building workshops, • Data Enumeration , • Printing 	
<u>Total Cost of the Financial Proposal (excluding taxes)¹:</u>	
Tax Estimates¹² in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded	
– Value Added Tax (VAT) or equivalent	
– Withholding tax ¹³	
– Contract registration fees ¹⁴	
– Customs duties	
<u>Total Estimate for taxes, duties and fees in the Client's country:</u>	

¹¹

Conditions for payment eligibility and price inclusions are:

Payment schedule: Payment shall be paid against invoices as follows;

- a) **10 %** of the Contract Price shall be paid upon signing of the Contract.
- (b) **35 %** of the Contract Price shall be paid following submission and approval of an inception report and the First Draft progress report. (Demonstration of 1200 HH, Land-use plans/maps covering over 1700 Hectares, Draft Gender and livelihood empowerment strategies)
- (c) **30 %** of the Contract Price shall be paid following the submission and approval of both second draft progress reports, a detailed validation workshop report, and a third draft-progress report. (Demonstration Implementation matrix, M&E plan, Gender Action Plan and Livelihood empowerment strategy)
- (d) **25 %** of the Contract Price shall be paid following submission and approval of the final report and wrap-up meeting with the client

Section 9.07 ANNEX G - Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: _____ (The “Contract”)

To: _____ (The “Contracting Authority”)

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) Having been:
 - a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c. convicted within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debar> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or *sub-consultants* are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

- i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
- ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

3. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

4. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

5. In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub-consultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or sub-consultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

6. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or sub-consultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹⁵: _____

Signature: _____ Dated: _____

¹⁵ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.