

**REQUEST FOR PROPOSALS**

**For**

*Impact Evaluation Study for the AGRA Soil Health Program (SHP)*

**RFP No.:** *00168/M&E/2019*

**CLIENT: ALLIANCE FOR A GREEN REVOLUTION AFRICA (AGRA)**

**Country:** *Kenya*

**Target Country/Countries for the Assignment:** *Kenya, Tanzania, Mozambique, Ghana and Burkina Faso*

**Date of Invitation:** *12th June, 2019*

Contents

[**Request for Proposal Template** **Error! Bookmark not defined.**1](#_Toc3453597)

[Section 1. Invitation Letter for prequalified firms Error! Bookmark not defined.4](#_Toc3453598)

[Section 1 - Invitation Letter for open tenders 4](#_Toc3453599)

[Section 2: Instructions to Consultants 4](#_Toc3453600)

[**2. 1.** **Objectives of the Assignment** 4](#_Toc3453601)

[**2. 2.** **Submission of Proposal** 4](#_Toc3453602)

[**2. 3.** **Association** 5](#_Toc3453603)

[**2. 4.** **Grounds for exclusion** 5](#_Toc3453604)

[**2. 5.** **Validity of Proposal** 6](#_Toc3453605)

[**2. 6.** **Clarification on the RFP** 6](#_Toc3453606)

[**2. 7.** **Amendment of RFP Documents** 6](#_Toc3453607)

[**2. 8.** **Communication** 6](#_Toc3453608)

[**2. 9.** **Taxes** 6](#_Toc3453609)

[**2. 10.** **Currency** 6](#_Toc3453610)

[**2. 11.** **Disclaimer** 6](#_Toc3453611)

[**2. 12.** **Agra Policy and Standard Terms and Conditions** 7](#_Toc3453612)

[*(a)* *AGRA Employees* 7](#_Toc3453613)

[(b) Conflict of Interest 7](#_Toc3453614)

[(c) Ethics 7](#_Toc3453615)

[(d) AGRA’s Right to Reject or Modify 7](#_Toc3453616)

[(e) Supplemental Terms and Conditions/Modifications 7](#_Toc3453617)

[**2. 13.** **Form of Agreement** 7](#_Toc3453618)

[**2. 14.** **Marketing References** 8](#_Toc3453619)

[**2. 15.** **Disclosure of Records** 8](#_Toc3453620)

[**2. 16.** **Evaluation Criteria** 8](#_Toc3453621)

[Section 3: Technical Proposal Forms (TPF) 11](#_Toc3453622)

[Technical Proposal – Standard Forms 11](#_Toc3453623)

[Section 4. Financial Proposal Forms 22](#_Toc3453624)

[Section 5: Terms of Reference (TORs) 26](#_Toc3453625)

[Section 6: Award of Contract 36](#_Toc3453626)

**Section 1: Invitation Letter (IL)**

This Section is a template of a letter from AGRA addressed to shortlisted consulting firms inviting them to submit a proposal for a consulting assignment. The Invitation Letter (IL) includes a list of all shortlisted firms and a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

**Section 2: Instructions to Consultants**

This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

**Section 3: Terms of Reference (TOR)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, relevant background information, details on the required qualifications of the key experts and the expected deliverables. This Section complements provisions in Section 2 and cannot be used to overwrite provisions in Section 2.

**Section 4: Technical Proposal Forms (TPF)**

This Section includes the Technical Proposal Forms (TPF) that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2 and section 6.

**Section 5: Financial Proposal Forms (FPF)**

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2 and section 6.

**Section 6: Standard Contract Form**

This Section includes the General Conditions of Contract(s) for Consultancy Services.

# **Section 1 - Invitation Letter for open tenders**

Date 12th June, 2019

**TENDER REF NO.: - AGRA/RFP/*00168/M&E/2019***

**TENDER NAME: -** *Impact Evaluation Study for the AGRA Soil Health Program (SHP)*

* 1. Description of service(s) being sought ***e.g.******Request for Proposals: Impact Evaluation Study for the AGRA Soil Health Program (SHP)***
  2. The request for proposals (RFP) includes the following documents: -

Section 1 – Invitation Letter

Section 2 - Instructions to Consultants

Section 3 - Technical Proposal Forms (TPF)

Section 4 - Financial Proposal Forms (FPF)

Section 5 - Terms of Reference (ToR)

Section 6 - Standard Contract Form

# **Section 2: Instructions to Consultants**

## **Objectives of the Assignment**

The objective of the assignment is to ***assess the outcomes and medium-term impacts of the program interventions since its inception in August, 2008 to date.***

## **Submission of Proposal**

Interested and eligible consultants/consortiums are required to submit their application in English language with the following specific information:

* Experience in similar assignments
* Availability of appropriate key staff to be involved in the assignment
* A brief profile of the firm including description of the firm/consortium members, incorporation details, joint venture details etc.
* Proposed work plan and approach/methodology/concept

Interested consultants may obtain further information from our website: [**www.agra.org**](http://www.agra.org)

* 1. The Technical and Financial Proposals must be submitted separately to [procurement@agra.org](mailto:procurement@agra.org) on ***26th June 2019 at 5:00 pm*** *East Africa Time (GMT +3)*
  2. Neither technical nor financial proposals should exceed 10MB.
  3. **The financial proposal MUST be password protected**. The password shall be requested from firms that meet the minimum technical score of 75%. A consultant will be selected in accordance with quality and cost based selection (QCBS) selection method as set out in the consultants’ guidelines.
  4. Consultants shall use Technical and Financial Forms provided under section 3 and 4

## **Association**

Consultants may associate with other firms in the form of joint venture or a sub-consultancy to enhance their qualification (provide group agreement to the effect).

Shortlisted Consultants may associate with non-shortlisted consultants only after seeking written approval from AGRA.

## **Grounds for exclusion**

Organisations or individuals are to be excluded from participating in this tender if:

1. they are declared prohibited by AGRA because of their involvement in corrupt or fraudulent practices in procurement;
2. AGRA staff or management involved in the procurement process have a financial interest in, or close relatives working with, the organisation or individual;
3. they have not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where they are established;
4. they are bankrupt or are being wound up, whose affairs are being administered by court, who have entered into an arrangement with creditors, who have suspended business activities or who are subject of an injunction against running business by court;
5. they are the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by court, or for an arrangement with creditors or of any other similar proceedings;
6. they have been convicted of an offence concerning their professional conduct by a court;
7. they have been found guilty of grave professional misconduct; or
8. they have not fulfilled obligations relating to payments of taxes or social security contributions.

## **Validity of Proposal**

Proposals must remain valid for 90 calendar days after the proposal submission deadline

## **Clarification on the RFP**

Responses to questions raised shall be shared with all the Consultants who will have provided their e-mail addresses to AGRA.

Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by electronic mail to [procurement@agra.org](mailto:procurement@agra.org).

AGRA will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

## **Amendment of RFP Documents**

At any time before the submission of proposals, the Client, AGRA may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail to all invited consultants and will be binding on them.

The Client may at his discretion extend the deadline for the submission of proposals, if deemed necessary, to allow bidders reasonable time to take the amendment into account.

## **Communication**

Communication between bidders or their agents and any official of AGRA is strictly forbidden except as provided for in the relevant sections of this RFP. Infringement of this clause may lead to automatic disqualification from the bid process.

## **Taxes**

The financial proposals shall include all applicable taxes quoted separately. If taxes are not mentioned in the financial proposal, AGRA shall consider that they are included in the prices provided.

## **Currency**

The financial proposal shall be in United States Dollars.

## **Disclaimer**

AGRA may at any time, terminate the RFP without entering into a contract and also reserves the right to accept or reject any or all applications and is not bound to give reasons for its decision. AGRA is also not obligated to award the procurement to the firm that offers the lowest price.

## **Agra Policy and Standard Terms and Conditions**

### *AGRA Employees*

All proposals must indicate any/all known AGRA employees and/or near relatives who hold a position in your organization or have been engaged as a consultant for your organization within the last two years. Also indicate any known AGRA employees or near relatives that own or control more than a ten percent (10%) interest in your organization. If there are none, state so.

### Conflict of Interest

The Consultant shall not hire any officer or employee of AGRA to perform any service covered by this agreement. The Consultant should ascertain that to the best of their knowledge there exists no actual or potential conflict between Consultant's family, business, or financial interest and the service provided under this agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with AGRA.

The Consultant shall not be in a reporting relationship to AGRA employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

### Ethics

The Consultant will exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of AGRA.

Throughout the term of any agreement resulting from the RFP, Consultant will not accept any employment or engage in any work which creates a conflict of interest with AGRA or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP. The Consultant and its employees will not offer gifts, entertainment, payment, loans, or other gratuities or consideration to AGRA employees, their families, other Consultants, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to AGRA’s interest or for personal gain. The Consultant will immediately notify AGRA of any and all such violations of this clause upon becoming aware of such violations.

### AGRA’s Right to Reject or Modify

Selection of a proposal does not mean that all aspects of the proposal(s) are acceptable to AGRA. AGRA reserves the right to negotiate the modification of the proposal terms and conditions prior to the execution of a contract, to ensure a satisfactory procurement.

### Supplemental Terms and Conditions/Modifications

Any supplemental terms or conditions, or modification or waiver of these terms and conditions must be in writing and signed by a Consultant and AGRA.

## **Form of Agreement**

The contents of this RFP and the proposal document of the successful Consultant shall become contractual obligations as part of the Contract if acquisition action ensues. Failure of a successful Consultant to accept these obligations in a contractual agreement shall result in cancellation of award. AGRA reserves the right to negotiate provisions in addition to those stipulated in this RFP or proposed by Consultant for the purpose of obtaining the best possible contract.

## **Marketing References**

The successful Consultant shall be prohibited from making any reference to AGRA, in any literature, promotional material, brochures, or sales presentations without the express written consent of AGRA.

## **Disclosure of Records**

All bids, supporting materials, and related documentation will become the property of AGRA. This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of five years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. If the response contains any trade secrets that should not be disclosed to the public or used by AGRA for any purpose other than evaluation of your approach, the top of each sheet of such information must be marked with the following legend: "CONFIDENTIAL INFORMATION"

All information submitted as part of the bid must be open to public inspection (except items marked as trade secrets) after the award has been made. Should a request be made of AGRA for information that has been designated as confidential by the Consultant and on the basis of that designation, AGRA denies the request for information, the Consultant will be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

## **Evaluation Criteria**

The following criteria shall be used during technical evaluation:

| **ITEM** | **Maximum Points** | **Weight[[1]](#footnote-1)** |
| --- | --- | --- |
| 1. **Experience and Organizational Criteria i.e.** **Experience in similar services (Previous experience in similar work will be a distinct advantage)**   Company profile  Financial Strength  Company accreditations  Client portfolio and similar assignments relevant to the task   * 1 to 3 similar engagements * 3 to 7 similar engagements * Over 7 similar engagements   Consultant’s experience relevant to the assignment   * 1 to 3 years * 3 to 7 years * 7 to 10 years |  | 20-30% |
| 1. **Proposed work plan and approach criteria**  * Comments on the Terms of Reference with demonstrated understanding of requirements * Technical response - proposed methodology/concept and approach; and * Proposed work plan. | 5  20- 30  5 -10 | 30-40% |
| 1. **Key personnel criteria i.e. Relevant Experience of the Team**   Key Experts’ qualifications and competence for the Assignment (specify key experts required for the assignment, three or more depending on the assignment):  (a). Team Leader:  (b). Expert 2 (specify title)  (c). Expert 3 (specify title)  (d). Expert 4 (specify title) etc. | *Points to be distributed among the  team members depending on the number of key experts required* | 40-50% |
| **TOTAL                                                                                                                         100** | | |

# 

## **Procurement Complaints**

A Procurement protest is defined in this context as any allegations made by an individual or entity with respect to the failure of AGRA or any of AGRA staff to comply with relevant procurement procedures and uphold the basic principles and standards of integrity, transparency, and fairness expected in the public procurement context.

Any bidder or contractor who has been aggrieved in connection with the solicitation or award of a contract by AGRA may file a complaint to AGRA through writing an email to [procurementcomplaints@agra.org](mailto:procurementcomplaints@agra.org).

The protest must contain the following information:

The protestor’s name, address, and telephone number;

* The solicitation or contract number, the name of contracting office;
* A detailed statement of all factual and legal grounds for the protest and an explanation of how the protester was wronged;
* Copies of relevant documents supporting protester’s statement;
* All information establishing that the protestor is an interested party for the purpose of filing a protest; and
* All information establishing the timeliness of the protest.

# 

# **Section 3: Technical Proposal Forms (TPF)**

# Technical Proposal – Standard Forms

**Checklist of Required Forms**

|  |  |  |
| --- | --- | --- |
| **Required for Technical Proposal (√)** | **FORM** | **DESCRIPTION** |
| √ | TPF-1 | Technical Proposal Submission Form |
| √ | TPF-2 | Consultant’s Organization and Experience |
| √ | TPF-2A | A. Consultant’s Organization |
| √ | TPF-2B | B. Consultant’s Experience |
| √ | TPF-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. |
| √ | TPF-3A | A. On the Terms of Reference |
| √ | TPF-3B | B. On the Counterpart Staff and Facilities  (information should be provided to consultants on country level staff, facilities and support if available) |
| √ | TPF-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment |
| √ | TPF-5 | Work Schedule and Planning for Deliverables |
| √ | TPF-6A | Team Composition, Key Experts Inputs |
| √ | TPF-6B | Curriculum Vitae (CV) |

**proposal Form tpf-1**

**Technical Proposal Submission Form**

{Location, Date}

To: *[AGRA]*

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services ………………………in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. “We are hereby submitting our Proposal, which includes the Technical Proposal and a Financial Proposal submitted in separate emails.”].

We are submitting our Proposal with the following firms as Sub-consultants: *{Insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by AGRA.

(b) Our Proposal is valid for 90 days and shall remain binding upon us for this period of time

(c) We have no conflict of interest in accordance with the instructions to consultants

(d) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated may lead to the termination of Contract negotiations.

(e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(f) Our financial proposal is password protected and the password shall be provided upon request from Procurement Unit. We accept that failure to remember or to add the password to our financial proposal may lead to rejection of our proposal.

We understand that AGRA is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Address:

Contact information (phone and e-mail):

**Technical proposal Form tpf-2**

**Consultant’s Organization and Experience**

TPF -2: is a brief description of the Consultant’s organization providing an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

**A - Consultant’s Organization**

Provide a brief description of the background and organization of your company, and in case of multi-country, provide information on each member for this assignment.

**B - Consultant’s Experience**

1. List only previous similar assignments successfully completed in the last 5 to 10 years.

2. List only those assignments for which you were legally contracted or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the AGRA.

| **Duration** | **Assignment name & brief description of main deliverables** | **Name of Client & Country of Assignment** | **Approx. Contract value (*in USD*)Amount paid to your firm** | **Role on the Assignment** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| {e.g., Jan.2009– Apr.2010} | {e.g., “Analysis of seeds systems ...............”: designed of regulatory framework for ........; } |  | {e.g., US$1 mill} | {e.g., Lead partner in ….. team lead to….. |
|  |  |  |  |  |
| {e.g., Jan-May 2008} | {e.g., “Support to ABC project.....” : |  | {e.g., US$0.2 mil} | {e.g., sole Consultant} |
|  |  |  |  |  |

**Technical proposal Form tpf-3**

**information on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client**

TPF-3: Include comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - Terms of Reference**

*(Suggestions on improvements to the Terms of Reference, if any)*

**B - On Counterpart Staff and Facilities**

*(Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any)*

**Technical proposal Form tpf-4**

**Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference**

TPF -4: is a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology for stakeholders’ consultation and validation of findings.

Suggested structure of your Technical Proposal:

1. Technical Approach and Methodology
2. Work Plan
3. Organization and Staffing}

a) ***Technical Approach and Methodology.***  *(Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.)*

b) ***Work Plan.*** *(Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.)*

c) ***Organization and Staffing.*** *(describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff)*

**TECHNICAL PROPOSAL FORM TPF- 5**

**Work Schedule and planning for deliverables**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | {e.g., Deliverable #1: Identification of stakeholders or legislative framework………… |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) inception meeting |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) desk review |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3) data analysis……. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 4) incorporating comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5) ......................................... |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 6) delivery of final report to Client} |  |  |  |  |  |  |  |  |  |  |  |  |
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| **D-2** | {e.g., Deliverable #2:...............} |  |  |  |  |  |  |  |  |  |  |  |  |
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1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as required approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a Gantt Chart.

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

**Technical proposal Form tpf-6A**

**Team Composition, Assignment, and Key Experts’ inputs**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s input (in man-days) per each Deliverable (listed in TPF-5)** | | | | | | | | | | | | | **Total time-input**  **(in Months)** | | |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TL-1 | (e.g., Mr. abcd) | [Team Leader] | [*Home]* | [1.5 month] |  | [1.0] |  | [1.0] |  |  |  |  |  |  |  |  |  |
| [*Field*] | [0.5 m] |  | [2.5] |  | [0] |  |  |  |  |  |  |  |  |
| E-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| E-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
| **NON-KEY EXPERTS** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

1 For Key Experts, the input should be indicated individually for the same positions across the select countries.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (chargeable) days. One working (chargeable) day shall be not less than eight (8) working (chargeable) hours.

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in AGRA’s country but which is outside the expert’s country of residence.

Full time input

Part time input

**Technical proposal Form tpf-6B**

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | *{e.g., K-1, TEAM LEADER}* |
| **Name of Expert:** | *{Insert full name}* |
| **Date of Birth:** | *{day/month/year}* |
| **Country of Citizenship** |  |
| **Country of Residence** |  |

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Employment record relevant to the assignment:** *(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 assignment does not need to be included.)*

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization:**  **Title/position:**  **References:** | **Country** | **Summary of activities performed relevant to the Assignment** |
| [e.g., May 2001-present] | [e.g., Company/consultant to…  For references: Mr. David Amos,…….  Tel…………/e-mail……; |  |  |
|  |  |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Language Skills (indicate only languages in which you can work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned on Consultant’s Team of Experts:** | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| **{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)** |  |
|  |  |
|  |  |

**Expert’s contact information :**  (e-mail…………………………….………………………………., 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 assignment in case of an award. I understand that any misrepresentation described herein may lead to my disqualification by AGRA.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

# **Section 4. Financial Proposal Forms**

Financial Proposal Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FPF-1 Financial Proposal Submission Form

FPF-2 Summary of Costs

FPF-3 Breakdown of Remuneration

FPF-4 Reimbursable expenses

**Financial proposal forms FPF-1**

**Financial Proposal Submission Form**

{Location, Date}

To: AGRA

Dear Sirs:

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

Our attached Financial Proposal is for the amount of *{Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}.*

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.

Our financial proposal is password protected and the password shall be provided upon request from Procurement Unit. We accept that failure to remember or to add the password to our financial proposal may lead to rejection of our proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FINANCIAL PROPOSAL FORM FPF-2 SUMMARY OF COSTS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Item*** | **Cost** | | | |
|  | | | |
| {*Insert Foreign Currency # 1*} | USD value | Total cost | |
| **Cost of the Financial Proposal, including** |  |  |  | |
| (1) **Remuneration** |  |  |  | |
| (2) *[****Reimbursables]*** |  |  |  | |
| **Total Cost of the Financial Proposal:** |  |  |  | |
| **Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded** | | | | |
| 1. {insert type of tax. e.g., VAT or sales tax} |  |  |  | |
| 1. {e.g., income tax on non-resident experts} |  |  |  | |
| 1. {insert type of tax} |  |  |  | |
| Total Estimate for Indirect Local Tax: |  |  |  |  |

**Note: Payments will be made in USD/KES (To be specified as applicable) FINANCIAL PROPOSAL FORM FPF-3 BREAKDOWN OF REMUNERATION**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the AGRA. This Form shall not be used as a basis for payments under Lump-Sum contracts

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A. Remuneration** | | | | | | | | |
| **No.** | **Name** | **Position** | **Person-month Remuneration Rate** | **Time Input in Man-days** | {*Currency)* | USD | *Total USD cost* | |
|  | **Key Experts** |  |  |  |  |  |  |  |
| K-1 |  |  | [*Home*] |  |  |  |  | |
|  | [*Field*] |  |  |  |  | |
| K-2 |  |  |  |  |  |  |  | |
|  |  |  |  |  |  | |
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|  |  |  |  |  |  | |
|  | **Non-Key Experts** |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |
| N-2 | [*Field*] |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  | Total Costs |  |  |  |  |

**FINANCIAL PROPOSAL FORM FPF-4 BREAKDOWN OF [REIMBURSABLE EXPENSES]**

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 amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Type of [*Reimbursable Expenses]*** | **Unit** | **Unit Cost** | **Quantity** | {*Currency*} | Total value in USD |
|  | *{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}* |  |  |  |  |  |
|  | *{econsumables* |  |  |  |  |  |
|  | *....................................* |  |  |  |  |  |
| Total Costs | | | | |  |  |

# **Section 5: Terms of Reference (TORs)**

# 

# BACKGROUND

The Alliance for a Green Revolution in Africa (AGRA) is an African-led alliance focused on putting farmers at the center of our continent’s growing economy. AGRA advances uniquely African solutions to sustainably raise farmers’ productivity and connect them to a growing marketplace. Together with its partners—including researchers, donors, African governments, the private sector, and civil society—AGRA seeks to create an environment where Africa feeds itself. AGRA’s overall goal is to catalyze and sustain an Inclusive Agricultural Transformation in Africa to increase incomes and improve food security of at least 30 million smallholder farming households with a set of targeted catalytic downstream and systemic investments coupled with government engagement made through its alliance of partners.

# 1.1 *The Soil Health Program*

When AGRA was started in 2006, and in the first ten years, its vision and goals were pursued through four main programmatic areas of Program for Africa’s Seed Systems (PASS), Soil Health Program (SHP), Market Access and Policy and Partnerships. Other areas such as farmer based organizations, access to finance, extension, and gender were also incorporated into AGRA’s implementation strategy.

The Soil Health Program (SHP) was launched in August 2008 to increase incomes, improve food security and reduce household poverty by promoting the use and adoption of integrated soil fertility management (ISFM) practices among smallholder farmers and creating an enabling environment for farmers to adopt the practices in an efficient, equitable and sustainable manner across sub Saharan Africa. The Program had the following objectives:

(i) To create physical and financial access to appropriate fertilizers for about 4.1m smallholder farmers in an efficient, equitable and sustainable manner;

(ii) To improve access to locally appropriate ISFM knowledge, agronomic practices and technology packages, for around 4.1 m smallholder farmers in an efficient, equitable and sustainable manner;

(iii) To influence a national policy environment for investment in fertilizer and ISFM.

The first phase of SHP ended in December 2015 and a No-Cost Extension (NCE) was granted up to September 30, 2019 to manage the tail end of the program.

To date, SHP has invested in 143 projects through three thematic sub-programs: (i) ISFM Technology scale-out; (ii) Fertilizer supply and policy, and (iii) Training and Education in 13 countries (Burkina Faso, Ethiopia, Ghana, Kenya, Malawi, Mali, Mozambique, Niger, Nigeria, Uganda, Rwanda, Tanzania and Zambia).

In 2011, SHP set out 15 key milestones to achieve by the end of the Program’s normal phase which was in December 2015. During the NCE period (2016 to September 2019) we continued tracking the same targets and Table 1, below summarizes the Program’s achievements since the baseline year in 2009.

|  |  |
| --- | --- |
| **Milestone number and description** | **Cumulative impact from 2009 to March 2019** |
| Milestone 1.1: 187,000 MT of fertilizer, over the average levels used by 13 AGRA focal countries in 2009 (baseline), delivered to smallholder farmers through wholesale and retail networks by the end of 2015. | 531,837 delivered- this exceeds the target by 284%. |
| Milestone 1.2: 6,500 agro-dealers trained in 12 AGRA-focal countries to improve access to agro-inputs by smallholder farmers by the end of 2015. | Exceeded – To date 11,455 agro-dealers trained- this exceeds the target by 176% |
| Milestone 2.1: Fertilizer quality regulatory systems established and operational in 8 countries (Ghana, Mali, Mozambique, Tanzania, Nigeria, Burkina Faso, Rwanda and Zambia) and the skills of 2,600 fertilizer inspectors, at least, one lab per country improved, and a total of 200 laboratory technicians trained by the end of 2015. | 3,332 fertilizers inspectors and 263 laboratory (lab) technicians trained. Target exceeded of fertilizer inspectors exceeded by 128% and that of lab technicians exceeded by 131%. In addition, fertilizer quality system establishment done and lab equipment installed in all 13 target countries |
| Milestone 2.2: Appropriate fertilizer policy implemented in six P1+2 AGRA-focal countries (Ghana, Mali, Nigeria, Mozambique, Tanzania, and Ethiopia) by 2015. | Grants to support the regulation of fertilizer quality and policy implementation were awarded in all the 13 focal countries. |
| Milestone 3.1: At least 4 million smallholder farmers provided with access to ISFM knowledge, out of which 2 million would have adopted through direct support to input and output markets as well as extension services. | About 5.8 million farmers provided with access to ISFM knowledge. About 2.2 million farmers have adopted ISFM |
| Milestone 3.2: At least 2 million hectares under smallholder farmlands put under ISFM practices, especially with grain legumes and fertilizers. | About 1.7 million ha under ISFM practices |
| Milestone 3.3: 13 country level Soil Health Consortia established by 2015 and linked formally to at least three key content providers namely; the Africa Soil Health Consortia (ASHC), the Africa Soil Information Service (AfSIS), and the Tropical Legumes Project. These projects are funded by BMGF | Achieved– 13 Country level Soil Health Consortia established. East & Southern Africa consortia led by IPNI and are helping in scaling out good agronomic practices under the new AGRA strategy |
| Milestone 4.1: Support 10 African universities by 2015 to develop and deliver an excellent academic and training environment for MSc and Ph.D. training in soil science and agronomy of which 50% will be women. 170 students (120 MSc and 50 Ph.D.) is the target to admit into these 10 universities. | 190 students were admitted across 11 universities in 10 African countries. In total 178 (139 MSc & 39 PhD) of the total students have graduated and only 12 (9 MSc & 3 PhD) are still in school. In addition, 200 lab technicians have been provided with enhanced skills training since 2015. This has helped to strengthen the capacity of the agricultural research institutions and partner universities across the 13 AGRA focal countries. |
| Milestone 4.2: Training curricula revised and updated in 10 African universities involved in the training of soil scientists and agronomists by 2015. Strong linkages will also be developed by 2015 with at least two universities of excellence (within and outside Africa) to improve the quality of the training programs. This also fosters partnership for purposes of transferring good practices emerging from the 10 universities to other institutions of tertiary education in Africa that would like to replicate them. | Achieved in the past years |
| Milestone 5.1: Partnership plan developed by 2014 to enhance integration and alignment of the program’s investments and implementation modalities with the other core programs of AGRA (seeds, markets, policies) and with those at the Bill and Melinda Gates Foundation of relevance to the program. | Achieved |
| Milestone 5.2.1: A detailed Soil Health Program Monitoring and Evaluation Plan (including relevant data collection and performance reporting tools) developed by December 2011. | Achieved |
| Milestone 5.2.2: At least 2 Special studies per year conducted to obtain an in-depth understanding of particular aspects of soil health program sub-programs. | Achieved |
| Milestone 5.2.3: Program Performance Review Report completed | Achieved |
| Milestone 5.3:1: An integrated AGRA Management Information System (MIS) that facilitates Soil Health Program data management and reporting in place by Dec 2012. This will be an integral part of an AGRA-wide MIS. | Achieved |
| Milestone 5.3.2: A Technical Advisory Committee established by 2011 that will provide an external and independent advice to the program that improves its delivery and impacts. | Achieved |
| Milestone 5.4.1: Soil Health Program knowledge sharing and communication products (newsletters, brochures, websites, etc.). | Achieved |

In view of the above background, AGRA intends to commission an independent end of program impact study to determine the impacts of the Program which will mainly focus on outcomes and medium-term impacts of the program interventions.

# OBJECTIVES AND PURPOSE OF THE IMPACT STUDY

The main objective of this evaluation is to assess the overall impacts of the program. The impact study will essentially cover the following two components of the Soil Health investment portfolio:

* + 1. *Programmatic impacts* – what results have been delivered, what changes (outcomes, both intended and unintended) have occurred among the beneficiaries, relevance of program interventions, return on investments and the sustainability of the achievement to-date.
    2. *Program delivery mechanisms* – the approach adopted by the program to achieve the results highlighted above, e.g., models/best practices employed by the program; e.g. Agro-dealer network; “going beyond demos”; partnerships developed (e.g. Country Soil Health Consortia); fertilizer business; legume seed production; micro-dosing technology, cropping systems etc. How successful these models have been, lessons learned and whether these results are likely to be sustainable.

## 2.1 Specific Objectives of the impact study:

Specifically, the program impact study will:

* + - 1. Critically assess to what extent, if any, the sub-program interventions: (i) ISFM Technology scale-out; (ii) Fertilizer supply and policy, and (iii) Training and Education yielded the expected impacts;
      2. Assess the efficacy of the different models utilized by the program, for instance, in scaling-up ISFM practices-the value chain approach dubbed “going beyond demos; the agro-dealer models for fertilizer supply and fertilizer regulatory frameworks, and the short-term technical and post-graduate training in soil and related fields.;

# SCOPE OF THE EVALUATION

The impact study will assess the outcomes and medium-term impacts of the program interventions since its inception in August, 2008 to date. Given that the program has over a large number of projects, a statistically representative sample under each-sub-program in five target countries will be selected for the assessment. The selection of the five countries is based on the available resources and intended timeframe to complete the impact study. Thematically, the end of program impact study will aim to answer the following questions under each of the three focus sub-programs.

## **ISFM Scale-Out**

1. Which ISFM technologies were developed by SHP and scaled up by the grantees supported across the 13 AGRA-focus countries?
2. To what extent have the various ISFM technologies developed with SHP’s support in the 13 AGRA focus countries been adopted by smallholder farmers?
3. To what extent did SHP help countries to transition from plot-level interventions to landscape farming systems driven by the desire to generate income for improved household livelihood?
4. To what extent did the concept of revolving funds help smallholder farmers in the target countries improve access to improved farm inputs?
5. To what extent have the ISFM technologies developed with SHP’s support been replicated/scaled out by farmers through the approach of *Going beyond demos*?
6. What strategies, innovations, mechanisms and support were most effective in increasing adoption of ISFM technologies in the target countries? What were the key barriers to scaling up efforts?
7. How did SHP support consortium of partners to work together at country and regional levels for uptake of ISFM technologies by smallholder farmers?

## **Fertilizer Supply and Policy**

1. To what extent did SHP’s interventions increase the use of fertilizers by smallholder farmers at scale in the target countries?
2. To what extent did SHP help countries to increase fertilizer use from the baseline of 8 kg of nutrients/ha in 2009 to 30 -50 kg/ha as targeted by the program?
3. How did SHP support enable fertilizer companies to scale up their production and operations? What were the key features of this support and how can it be replicated? How did they develop hub and retail agrodealer systems to increase production and selling capacity?
4. To what extend did the SHP’s approach of agro-dealer training and development resulted in improved access and uptake of fertilizers by farmers in target countries?
5. Are agro-dealers that were trained by SHP-supported projects still functional and selling viable amounts of fertilizers?
6. To what extend has the formation of agro-dealer associations resulted in improved sustainability of agro-dealerships in target areas?
7. To what extent are agro-dealers engaged in providing soil health extension services to farmers?
8. What country level and regional policy and regulatory reforms did SHP support/facilitate that increased production, delivery and uptake of fertilizers and ISFM technologies? What reforms still need to be supported in focus countries and regions to improve scaling up of quality fertilizer production, delivery and usage by smallholder farmers?

## **Training and Education**

1. To what extent have AGRA-trained soil scientists been absorbed in country research systems and funded by governments to continue ISFM research?
2. How have partner universities mainstreamed ISFM training programs supported by SHP into their programs?
3. To what extent have laboratory technicians trained with SHP support been absorbed in the private sector (e.g. fertilizer companies) and public sector (e.g. Government regulatory functions) to continue supporting soil health interventions?
4. Did training of soil scientists, agronomists and technicians result in improvement of the functioning of National Agricultural Research Systems (NARS) in AGRA-focus countries?
5. How does AGRA continue to engage with soil scientist & agronomists who are the primary source of soil health technologies?
   1. **Program performance**
6. To what extent did SHP achieve expected program outputs, outcomes and medium-term impacts at all levels of intervention?
7. What are the Identified positive and negative, direct and indirect, planned and unplanned results of the program;

## **Lessons learned**

* + 1. What portfolio investments e.g. ISFM scale-out, combination of one or more technologies etc. offer lessons to learn? How can the model be sharpened and sustained?
    2. What were the main challenges, lessons learned and best practices in each sub-program and the overall program,
    3. What lessons can be learnt to build upon in the new AGRA strategy especially in building a holistic approach to soil fertility and fertilizer systems?

# DELIVERABLES/OUTPUTS

The consultant shall be expected to submit to AGRA a set of key reports in the course of undertaking the impact study. Any payment shall be made contingent to review and approval of reports by AGRA. The consultant will submit the following key reports:

1. Detailed Evaluation Design Report – This shall be prepared and submitted within two weeks after the signing of the contract. The consultant will prepare this after reviewing key technical documents and after discussion with AGRA. These will serve as an inception report and shall focus on the understanding of the Terms of Reference and scope, the relevant study design, theory of change and impact pathway, key impact study questions to be addressed, analytic framework for outcomes and medium-term impact assessment, methods of data collection and the work-plan for the impact study. The inception report shall be reviewed by AGRA within five days after submission, and shall have to be approved before proceeding to the next phase.
2. Progress Brief - While there is no formal progress report required during the assignment implementation, between inception and Draft report submission, the consultant (s) shall be expected to regularly (bi-weekly) share with AGRA, key emerging issues and trends to avoid surprises or misconceptions by either party.

1. Draft impact study Report – This shall be prepared and submitted to AGRA towards the end of the assignment for AGRA to provide feedback (comments, questions and inputs). In addition, the consultant will be required to make a personal presentation of the Draft Report to a wider AGRA audience for validation.
2. Final impact study Report – This shall be no more than 40 pages (excluding annexes), and submitted to AGRA on, or before the expiry of the assignment contract. Any valid extension may be mutually agreed between the Consultant and AGRA, provided it carries no extra cost to the latter.

The following will also be expected from the Consultant:

1. A master copy of the final impact study report suitable for reproduction, and four copies, in full colour and bound, as well as soft copies;
2. Submission of the final report, after incorporating the comments/inputs on the presented draft report. The final report shall include actionable recommendations;
3. All data-sets and questionnaires used during the assignment shall be a property of AGRA, and shall be the responsibility of the consultant to securely deliver them to AGRA, protecting personally identifiable information (PII).

# TIMING OF THE ASSIGNMENT

The evaluation is expected to be completed within 60 days effective from the date the contract is signed.

# QUALIFICATIONS OF THE EVALUATION TEAM

AGRA expects this impact study to be conducted by a team of experts with experience in program impact studies, soil science, agronomy, fertilizer systems and capacity building. The team leader is expected to be a very skilled researcher with deep understanding and experience of managing program impact studies. The team must also include a member with experience in post-graduate training of soil scientists and agronomists. Other experts may include an agricultural systems researcher, and data analyst. Particular qualifications and experience of the lead and team members include:

* + PhD in Soil Science, Agronomy, Agricultural Sciences, or related field and at least 10 years of relevant experience for the team leader.
  + A solid background and experience in agricultural development in Africa including in soil health, the entire input systems and extension systems in Africa;
  + Proven and demonstrated ability to conduct impact studies and provide strong strategic thinking on future direction.
  + Experience in capacity building including training of MSc and PhD students in Africa.
  + Demonstrable ability and experience in research methodology;
  + Excellent writing skills, with publication record in one discipline related to this assignment
  + Demonstrable analytical skills for analysing issues and formulating concrete recommendations to a wide range of stakeholders;
  + Past related experience in agricultural systems, value chains, fertilizer regulatory systems in sub-Saharan Africa; and
  + Excellent English and/or French communication skills.

Each team will describe the size, qualifications and experience of team members and how this aligns with the impact study needs

# Evaluation methodology

This impact study will aim to assess and document the overall difference that AGRA’s SHP work has made, how effective it was against set targets of outcomes, whether outcomes of the systems work are replicable, sustainable, value for money and lessons that can be learnt for future programming.

The study is expected to use a mixed methods approach that should collect qualitative and quantitative data to provide insights into the overall changes that the Soil Health Program work has caused. The impact study is expected to collect data from a wide range of stakeholders including smallholder farmers that benefitted directly or indirectly, fertilizer companies, researchers, agronomists, universities, NARS, agro-dealers etc in order to provide a clear picture of the changes that have occurred.

Various methods may be used by the evaluation team to collect this data including:

* Sample farmer surveys across different categories of farmers to assess changes that have happened as a result of the project.
* Key informant interviews to collect qualitative information using structured and semi-structured interviews on key evaluation questions that should complement any quantitative analysis or data that will be collected/used.
* Focus group discussions to facilitate collection of information from stakeholders that should help evaluators identify changes/trends or conclusions on any key issues under consideration.
* Secondary data collection will be from SHP documents e.g. project performance reports, baseline studies, earlier evaluations including the 2015 SHP evaluation study. The evaluators may also conduct literature reviews on soil health interventions to inform how they respond to impact study questions and measure changes.

The study will use different methods to analyse the data that will be collected from different sources. The study must ensure it triangulates data from various sources to improve validity of results. In addition, the consultant will be expected to secure free informed consent for the impact study and provide assurances that personal data provided by the stakeholders shall be safeguarded.

The consultant shall be expected to define a detailed evaluation design with methodology for approval by AGRA.

# Management and reporting

During the course of the study, the consultant will be required to report regularly on progress. Reporting shall be directly to the Head of M&E and Knowledge Management. To ensure objectivity and credibility of the evaluation, the exercise will be conducted by an external consultant who made no prior commitment or major contribution to AGRA.

# In-house resources

Access to files, database, financial records and other program related documents depending on the consultant’s requirements will be availed. Access to relevant grantees, heads of departments and Program Officers will be organized.

**Disclaimer**

AGRA reserves the right to determine the structure of the process, number of short-listed participants, the right to withdraw from the proposal process, the right to change this timetable at any time without notice and reserves the right to withdraw this tender at any time, without prior notice and without liability to compensate and/or reimburse any party.

# **Section 6:** **Award of Contract**

**Notification of Award**

Prior to the expiration of the proposal validity period, AGRA shall notify the successful bidder in writing that, its proposal is successful and has been accepted. Only unsuccessful bidders who passed the Technical Evaluation shall be informed of their bid outcome.

**Award of Contract**

The successful bidder will be notified and invited to enter into negotiations with the aim of reaching final agreement and execution of a contract

**Signature of the Contract**

After notification of award, AGRA will send the successful bidder, the Draft Contract and any Standard/Special Conditions. The bidder shall sign and send the signed copy back within a specified time period.

**Agreement for Consultancy Services**

**1. Preamble**

1.1. This agreement, dated [AGREEMENTDATE] is made BETWEEN Alliance for a Green Revolution in Africa (“AGRA”), a not-for-profit corporation registered under the Laws of the State of Washington in the United States of America and having an office and place of business in the Republic of Kenya at West End Towers, 4th Floor, Kanjata Road, off Muthangari Drive, Off Waiyaki Way and Post Office Box 66773, Westlands 00800, Nairobi, Kenya (hereinafter referred to as “AGRA” which expression shall where the context so admit include all its affiliates, successors and assignees) of the one part and [CONTRACT OR NAME] having an office and place of business at [CONTRACTOR STREET ADDRESS] and whose address is [CONTRACTOR POST ADDRESS] and (hereinafter referred to as the “Consultant ” which expression shall where the context so admit include all its affiliates, successors and assignees) of the other part.

1.2. AGRA was formed to help start a new sustainable and equitable “Green Revolution” in Africa, one that will dramatically increase the productivity of smallholder farms, thus helping move tens of millions of people out of extreme poverty and significantly reduce hunger. AGRA is an alliance of the Rockefeller Foundation, The Bill and Melinda Gates Foundation, UK’s Department for International Development, African Governments, other donors, NGOs, the private sector and African farmers. AGRA has its headquarters in Nairobi, Kenya and offices in a few other African countries.

1.3 Through this agreement, AGRA has engaged the Consultant to [CONTRACTOBJECTIVE]. The Consultant will report to [AGRASUPERVISORNAME], [AGRASUPERVISORTITLE]. (Email: [AGRASUPERVISOREMAIL]).

In consideration of mutual promises and covenants in the Agreement, the parties agree as follows:

**2. Contractual Definitions**

a) **“Agreement”** means the terms and conditions contained herein including any attachments, schedules or addition or modification thereof that may arise during the life of the consultancy;

b) **“Confidential information”** means all information which may be imparted in confidence or be of a confidential nature relating to the business or prospective business, current or projected plans or internal affairs of AGRA and, in particular, but not limited to all Know-how, Marketing Information, trade secrets, unpublished information relating to AGRA's intellectual property and any other commercial, financial or technical information relating to the affairs and management of AGRA or to any grant beneficiary, or grant beneficiary or donor or potential donor, licensee, officer or employee of the AGRA.

c) **“Commencement Date”** means [AGREEMENTSTARTON].

d) **“Contract Period”** means the period between [AGREEMENTSTARTON] and [AGREEMENTENDON].

e) **“Services”** means the variety of tasks listed under clause 3.1 on Scope of Services, which comprises the following documents:

- the Consultant’s terms of reference (TOR) which is marked as Annex 1

- the Consultant's Technical proposal which is marked as Annex 2

In the event of any conflict or ambiguity between the provisions of this Agreement and the TOR or the Consultant's Technical proposal, the terms of this Agreement shall prevail.

f) **“Work”** means all written work or other materials of any nature created by the Consultant under this agreement.

**3. Scope of Services**

3.1. The Consultant is expected to [BRIEFDESCRIPTIONOFSERVICE].

3.2. Unless prevented by ill health or accident and subject to the express provisions of this Agreement, the Consultant will make these services available to AGRA from the Commencement Date and on such times and dates as may be agreed by the Consultant and AGRA.

[CONTRACTREPORTINGSCHEDULE]

**4. Time Frame and Fees**

4.1. The total Consultant’s fee is [AMOUNT], [AMOUNTBREAKDOWN]

4.2 [PAYMENTSCHEDULE]

4.3. All invoices must be electronically submitted to invoices@agra.org.

**5. Taxes**

5.1. The Consultant shall be responsible for payment of taxes and all statutory payments including and without limitation, income tax as may be due or payable in respect of any income earned pursuant to this Agreement.

5.2. AGRA shall withhold such percentage of the fees as the law may prescribe from time to time as Withholding Tax in which case it shall provide the Consultant with a Withholding Tax Certificate.

**6. Consultant’s Warranties and Indemnities**

6.1. The Consultant warrants that it has the requisite skill, knowledge and authority to perform the Services and shall perform the Services in accordance with the highest professional standards.

6.2. The Consultant agrees that all invoices and reports rendered to AGRA shall reflect properly the facts about all activities and transactions handled for AGRA, which data may be relied upon as being complete and accurate in any further recordings and reporting made by AGRA for whatever purpose.

6.3. The Consultant warrants and represents to AGRA that s/he is an independent contractor. Nothing in this Agreement shall render the Consultant an employee, agent or partner of AGRA and the Consultant will not hold him/her self out as such.

6.4. The Consultant warrants to AGRA that by entering into this Agreement and performing the Services, s/he shall not be in breach of any contract or other obligation and will be in compliance with all applicable laws.

6.5 The Consultant warrants that the Work does not and will not contain any matter that is obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law and that they are free to provide the services under this Agreement and are not bound by any agreement that restricts the performance of the services under this Agreement.

6.6. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of its personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications and expertise and the Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of such personnel.

6.7. The Consultant will indemnify AGRA on an after-tax basis against any claims, levies or assessments for taxes and social security payments which may be found due from AGRA on any payments made to them under this Agreement together with any interest, penalties or gross-up thereon.

6.8. The Consultant agrees to defend, indemnify and hold AGRA, its licensees and assigns, harmless against and from any and all claims, liabilities, damages or expenses (including reasonable attorney’s fees) that AGRA incurs based on a third party claim arising from a breach of the warranties, covenants, duties or obligations under this agreement that may result from any action or omission by the Consultant.

**7. Insurance**

While the Consultant or its associates are engaged on AGRA business, it will not be covered under any of the group policies carried by AGRA. The Consultant is expected to make its own insurance arrangements.

**8. Confidentiality**

8.1 The Consultant acknowledges that in the course of dealing with AGRA pursuant to this Agreement, it will come across Confidential Information, disclosure or use of which might result in damage or loss to the business or affairs of AGRA.

8.2 The Consultant will not disclose Confidential Information without the prior written consent of AGRA unless such information is already in the public domain or if the Consultant is required by law to disclose such information.

8.3 The Consultant shall ensure that all its agents, employees and sub-contractors abide by the provisions on confidentiality as set out in this Agreement.

8.4 The provisions of this clause shall survive the termination of this Agreement.

**9. Intellectual Property**

9.1 By signing and returning the a copy of this agreement, the consultant acknowledges and agrees that all written work or other materials of any nature created by the consultant under this agreement (the “Work”) shall be deemed specially ordered and commissioned as “works made for hire” under U.S. copyright laws. Accordingly, AGRA is the author of the Work for all purposes and will forever own all worldwide rights, title and interest in the Work, including copyright and all other proprietary rights. If the Work or any part of it is determined not to be a work made for hire, then, as of the date of this agreement or the date of creation, whichever is earlier, and without further consideration, the consultant assigns irrevocably to AGRA all worldwide rights in the Work, including all copyrights and renewals and extensions of them and all other proprietary rights arising under the laws of the United States or of any other country or under any treaty, convention, or proclamation.

9.2 The consultant agrees to execute and deliver to AGRA any documents that AGRA deems necessary for AGRA to perfect, confirm or register its rights in the Work. The consultant waives all rights generally known as “moral rights” in the Work under any present or future law, to the extent they can be waived under any applicable law, and the consultant understands that AGRA, its licensees and assigns may edit, modify, or adapt the Work, use the Work in combination with other materials and create derivative works based on the work.

**10. Expiration of Contract**

The Agreement shall terminate on satisfactory completion of the Services outlined in clause 3 above, or upon termination by either party pursuant to the terms of this Agreement.

**11.  Breach of this Agreement**

11.1. If either party breaches any provision or term of this Agreement, all of which shall be deemed to be material and such party fails to remedy such breach within five (5) days of receipt of written notice requiring it to do so, the aggrieved party shall be entitled, without notice and in addition to any remedy available to it in law or under this Agreement, to:

a) terminate this Agreement; or

b) to claim specific performance with or without damages.

**12. Termination**

12.1. Either party can terminate the Agreement by giving fourteen (14) days’ written notice to the other party, or earlier if agreed by both parties.

12.2. AGRA may by written notice summarily terminate this Agreement with immediate effect if:

a) the Consultant breaches any term of this Agreement which, in the case of a breach capable of remedy, is not remedied by the Consultant within five (5) days of a written notice from AGRA specifying the breach and requiring its remedy;   
b) the Consultant becomes insolvent; or  
c) the  personnel of the Consultant conduct themselves in any manner which in the reasonable opinion of the Board, brings or is likely to bring AGRA into disrepute.

12.4. In the event of this Agreement being concluded whether by expiry of the Contract Period, breach or otherwise:

a)  AGRA shall pay to the Consultant the outstanding Fee, or a portion thereof based in the sole opinion and determination of AGRA, on the satisfactory level and/ or standard of completion of the Services;

b)   Consultant shall promptly return to AGRA any materials, whether or not complete, produced in connection with the Services and all materials and information it received from AGRA regardless of the medium in which they are fixed, including all copies of them; and

c)   AGRA shall be entitled to take any further action and seek further remedies against the Consultant in order to protect its rights and/or interests arising out of this Agreement.

**13. Failure to Reach Agreement**

Where it is specified in this Agreement that certain matters are to be agreed between the Parties, failure to reach agreement in respect of such matters shall not affect the validity and enforceability of the whole or any part of this Agreement.

**14. Dispute Resolution**

The Parties shall attempt to settle amicably any claim, controversy or dispute that may arise in the interpretation of this Agreement. In the event that any claim, controversy or dispute cannot be resolved amicably within 20 (twenty) days from the date of such claim, controversy or dispute has occurred, then the claim, controversy or dispute, as the case may be, shall be exclusively referred  to a single arbitrator to be agreed between the parties or failing agreement to be appointed by the Chairperson of the Chartered Institute of Arbitrators (Kenya Branch) and the provisions of the Arbitration Act No. 4 of 1995 of the Laws of Kenya or of any enactment amending or replacing the same shall apply. Such decision of the Arbitrator appointed herein shall be binding to the extent permissible by law. The Parties may however appeal against the decision of an arbitrator(s) on any point of law or fact.

**15. Relationship of the Parties**

15.1 This Agreement shall not constitute or imply any partnership, consortium, association, joint venture, agency, fiduciary relationship or other relationship between AGRA and the Consultant other than the contractual relationship expressly provided for in this Agreement.

15.2 Nothing contained in this Agreement shall be deemed or construed to create an employment relationship between the Consultant and AGRA. The Consultant will neither have nor enjoy any rights whatsoever against AGRA as an employee under the employment laws in force in Kenya.

**16. Cession and Assignment**

16.1 Neither the benefit nor the burden of this Agreement may be assigned or sub-contracted in whole or in part by the Consultant without the prior written consent of AGRA.  Such consent may be given subject to any conditions which AGRA considers necessary.  AGRA may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Consultant.

16.2   The Consultant or, where applicable its lawful assignees, shall at all times remain responsible for the proper performance of the Services under this Contract and fulfillment of its obligations and for all the acts and omissions of its sub-contractors in connection with this Contract.

**17. Amendment**

17.1. This Agreement constitutes the sole agreement between the Parties.  No party shall be entitled to rely upon any term, warranty or representation unless it is contained herein. The Parties acknowledge that no party or its agents had made any representations not contained herein.

17.2. No waiver alteration variation or addition to this Agreement shall be effective unless made in writing and executed by both Parties in the same manner as this Agreement.

17.3. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement shall operate as an estoppel against any party in respect of its rights in terms of this agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this agreement.

**18. Applicable Law**

This agreement shall be construed and governed in accordance with the laws of [GOVERNINGLAW].

**19. Anti-Corruption and Conflict of Interest**

19.1 The Consultant shall not and shall ensure that its officers, employees, agents and sub-contractors shall not, pay any commission, fees or grant any rebates to any employee, officer or agent of AGRA nor favor any employee, officer or agent of AGRA with gifts or entertainment of significant cost of value nor enter into any business arrangement with employees, officers or agents other than the authorized representative of AGRA, without AGRA’s prior written approval. AGRA shall have the right to audit any and all such records necessary to confirm compliance with this clause at any time during performance of this Agreement and during the TWO (2) year period following completion of the performance.

19.2 Where the Consultant as part of the Services has the responsibility of advising AGRA on the procurement of goods, works or services, the Consultant shall comply with AGRA’s procurement guidelines and shall at all times exercise such responsibility in the best interests of AGRA. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of AGRA.

19.3 The Consultant's fees under this Agreement shall constitute the Consultant’s sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept commissions for its own benefit, any trade commission, discount or similar payments in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations under this Agreement and the Consultant shall use its best efforts to ensure that its personnel, any other officers, any sub-contractor/s and agents of either of them similarly shall not receive any such additional remuneration.

19.4 Breach of this clause 19 shall entitle AGRA to terminate this Agreement and any other contracts (if applicable) between the Consultant and AGRA or take any other corrective action that may be required.

19.5 As a part of a comprehensive anti-fraud and corruption policy initiative, AGRA has developed a Whistleblower policy. This policy is intended for all AGRA staff as well as external stakeholders including: vendors, consultants, contractors and grantees. The intent of the policy is to provide a mechanism to ensure transparency and integrity in all AGRA operations through a well-defined policy that protects individuals who report known or suspected acts of fraud, misconduct, corruption or illegal activity. For further details on the Policy and mechanisms of reporting an irregularity, please use the following link: http://agra.org/whistleblower-policy/

All fraud and corruption cases should be reported to [agra.transparency@gmail.com](mailto:agra.transparency@gmail.com)

**20. Communication and Service Location**

Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if effected in writing, and sent to the other party by hand delivery served upon an authorized employee of the party being served, or sent by registered post or by recognized courier service, or other method for which the sender has written proof of delivery and addressed to the addresses identified in this clause:

If to AGRA:  
Alliance for a Green Revolution in Africa;  
P. O Box 66773,  
Westlands 00800  
Nairobi, Kenya

If to CONSULTANT:  
[CONTRACTORNAME]  
[CONTRACTORPOSTADDRESS]  
[CONTRACTORCITY], [CONTRACTOROPERATIONLAW]

**21. Force Majeure**

Neither party shall be liable for any delay in performing or failure to perform its obligations under this Agreement by reason of national emergency, war, prohibitive governmental regulations or any other cause beyond the reasonable control of such party PROVIDED ALWAYS that the party prevented from performing its obligations under this Agreement shall notify the other party in writing of its inability at the earliest practicable time.

**22. Severability**

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

[NEWPAGE]

IN WITNESS WHEREOF, each party has caused its duly authorized representative to sign and endorse this Agreement.

Consultant:  
[CONTRACTORNAME]

.............................  
Signature

[CONTRACTORSIGNATORY]

Date: .............................

In the presence of:

.............................

Name

.............................

Capacity

.............................

Signature

AGRA:  
The Alliance for a Green Revolution in Africa

..............................  
Signature

[AGRASIGNATORYNAME]  
[AGRASIGNATORYTITLE]

Date: .............................

In the presence of:

.............................

Name

.............................

Capacity

.............................

Signature

**AGRA Service Level Agreement**

This Service Level Agreement (hereinafter referred to as "SLA") is made this [AGREEMENTDATE].

BETWEEN

[CONTRACTORNAME] having an office and place of business at [CONTRACTORSTREETADDRESS] and whose address is [CONTRACTORPOSTADDRESS] and (hereinafter referred to as the “Service Provider” which expression shall where the context so admit include all its affiliates successors and assignees) of the other part.

AND

Alliance for a Green Revolution in Africa (“AGRA”), a not-for-profit corporation registered under the Laws of the State of Washington in the United States of America and having an office and place of business in the Republic of Kenya at West End Towers, 4th Floor, Kanjata Road, off Muthangari Drive, Off Waiyaki Way and Post Office Box 66773, Westlands 00800, Nairobi, Kenya (hereinafter referred to as "AGRA" which expression shall, where the context so admits, include its successors-in title and assigns) of the other part.

**1. Term:**

This SLA will begin on [AGREEMENTSTARTON] and expire on [AGREEMENTENDON], with an option to extend by mutual agreement of the parties.

**2. Use of the SLA:**

[CONTRACTOBJECTIVE]. The Service Provider will report to [AGRASUPERVISORNAME], [AGRASUPERVISORTITLE]. (Email: [AGRASUPERVISOREMAIL]).

**3. Scope of Services:**

3.1. The Service Provider is expected to [BRIEFDESCRIPTIONOFSERVICE].

3.2. The Service Provider will make these services available to AGRA from the Commencement Date and on such times and dates as may be agreed by the Service Provider and AGRA.

[CONTRACTREPORTINGSCHEDULE]

**4. Payment:**

4.1. The total Service Provider’s fee is [AMOUNT], [AMOUNTBREAKDOWN].

4.2 [PAYMENTSCHEDULE]

4.3. The fees shall be paid by AGRA within [CREDITPERIOD] upon submission of an invoice, but subject to the approval of the AGRA supervisor designated on this agreement.

4.4. All invoices must be electronically submitted to invoices@agra.org.

**5. Breach of this SLA:**

If either party breaches any provision or term of this SLA, all of which shall be deemed to be material and such party fails to remedy such breach within five days of receipt of written notice requiring it to do so, the aggrieved party shall be entitled, without notice and in addition to any remedy available to it in law or under this SLA, to terminate this SLA.

**6. Termination:**

6.1 Either party may terminate the SLA by giving 14 days’ written notice to the other party, or earlier if agreed by both parties.

6.2 In the event of this SLA being ended whether by conclusion of the term, breach or otherwise:

6.2.1 AGRA shall pay to the Service Provider any outstanding fee up to the effective date of termination;

6.2.2 The Service Provider shall promptly return to AGRA any information received from AGRA regardless of the medium in which they are fixed, including all copies thereof, except that the Service Provider shall be permitted to retain, subject to the terms of this SLA and for professional archival purposes only, a copy of any proposal, presentation, progress review, report or other document furnished to AGRA by the Service Provider ; and

6.2.3 AGRA shall be entitled to take any further action and seek further remedies against the Service Provider in order to protect its rights and/or interests arising out of this SLA.

**7. Amendment:**

7.1 This SLA constitutes the sole agreement between the parties. No party shall be entitled to rely upon any term, warranty or representation unless it is contained herein. The parties acknowledge that no party or its agents had made any representations not contained herein.

7.2 No amendment, variation, addition or consensual cancellation of this SLA or any provisions or term thereof and no extension of time, waiver or relaxation of any of the provisions or terms of this SLA shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation which is so given or made, shall be construed as related strictly to the matter in respect whereof it was made or given.

7.3 No extension of time or waiver or relaxation of any of the provisions or terms of this SLA shall operate as an estoppel against any party in respect of its rights in terms of this SLA, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this SLA.

**8. Confidentiality:**

The Service Provider will keep confidential any confidential information furnished by AGRA to the Service Provider in connection with the services ("Confidential Information"). The Service Provider will disclose Confidential Information only to its employees and agents who have a need to know and are bound to keep it confidential and will use Confidential Information only for purposes of performing the services required under the SLA. Confidential Information shall not include information that is or becomes publicly available, already known to the Service Provider, or independently acquired or developed by the Service Provider. In performing the services, the Service Provider will use and rely primarily on the Confidential Information and on information available from public sources without having independently verified any of such information.

**9. Subject to the requirements of any applicable law:**

9.1 Neither party will disclose to any third party the existence or nature of this Agreement without the prior agreement of the other party hereto, except to such party’s attorneys, accountants and auditors (in each case only if such persons

(i) need to know such information,

(ii) are informed of the confidential nature of such information, and

(iii) are bound by confidentiality obligations consistent with the terms of this SLA, and except as legally required.

9.2 Neither party will disclose to any third party any information relating to the business, financial condition or other related matter without the prior written agreement of the other party hereto.

**10. Indemnification:**

The Service Provider agrees to indemnify and hold AGRA harmless from and against all loss, liability, damage, cost, or expense (including reasonable attorney fees) ("Losses") to the extent those Losses are determined by a final, non-appealable order or arbitral award to have resulted from the Service Provider’s gross negligence or willful misconduct in the performance of the services required under the SLA. AGRA agrees to indemnify and hold the Service Provider harmless from any Losses relating to the services (including any Losses asserted by AGRA, its agents or representatives, or third parties and any Losses sustained by the Service Provider when participating in any legal, regulatory, or administrative proceeding relating to the services), except to the extent those Losses are determined by a final, non-appealable order or arbitral award to have resulted from the Service Provider’s gross negligence or willful misconduct in the performance of the services. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

**11. Cession and Assignment:**

11.1 Neither the benefit nor the burden of this Agreement may be assigned or sub-contracted in whole or in part by the Service Provider without the prior written consent of AGRA. Such consent may be given subject to any conditions which AGRA considers necessary.  AGRA may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the  Service Provider.

11.2   The Service Provider or, where applicable its lawful assignees, shall at all times remain responsible for the proper performance of the Services under this Contract and fulfillment of its obligations and for all the acts and omissions of its sub-contractors in connection with this Contract.

**12. Applicable Law:**

This SLA shall be construed and governed in accordance with the laws of [GOVERNINGLAW] without regard to conflicts of law principles.

**13. Anti-Corruption and Conflict of Interest:**

13.1 The Service Provider shall not and shall ensure that its officers, employees, agents and sub-contractors shall not, pay any commission, fees or grant any rebates to any employee, officer or agent of AGRA nor favor any employee, officer or agent of AGRA with gifts or entertainment of significant cost of value nor enter into any business arrangement with employees, officers or agents other than the authorized representative of AGRA, without AGRA’s prior written approval. AGRA shall have the right to audit any and all such records necessary to confirm compliance with this clause at any time during performance of this Agreement and during the TWO (2) year period following completion of the performance.

13.2 Where the Service Provider as part of the Services has the responsibility of advising AGRA on the procurement of goods, works or services, the Service Provider shall comply with AGRA’s procurement guidelines and shall at all times exercise such responsibility in the best interests of AGRA. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement shall be for the account of AGRA.

13.3 The Service Provider's fees under this Agreement shall constitute the Service Provider’s sole remuneration in connection with this Agreement or the Services and the Service Provider shall not accept commissions for its own benefit, any trade commission, discount or similar payments in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations under this Agreement and the Service Provider shall use its best efforts to ensure that its personnel, any other officers, any sub-contractor/s and agents of either of them similarly shall not receive any such additional remuneration.

13.4 Breach of this clause 13 shall entitle AGRA to terminate this Agreement and any other contracts (if applicable) between the Service Provider and AGRA or take any other corrective action that may be required.

13.5 As a part of a comprehensive anti-fraud and corruption policy initiative, AGRA has developed a Whistleblower policy. This policy is intended for all AGRA staff as well as external stakeholders including: vendors, consultants, service providers, contractors and grantees. The intent of the policy is to provide a mechanism to ensure transparency and integrity in all AGRA operations through a well-defined policy that protects individuals who report known or suspected acts of fraud, misconduct, corruption or illegal activity. For further details on the Policy and mechanisms of reporting an irregularity, please use the following link: http://agra.org/whistleblower-policy/

**14. Dispute Resolution:**

The Parties shall attempt to settle amicably any claim, controversy or dispute that may arise in the interpretation of this Agreement. In the event that any claim, controversy or dispute cannot be resolved amicably within 20 (twenty) days from the date of such claim, controversy or dispute has occurred, then the claim, controversy or dispute, as the case may be, shall be exclusively referred  to a single arbitrator to be agreed between the parties or failing agreement to be appointed by the Chairperson of the Chartered Institute of Arbitrators (Kenya Branch) and the provisions of the Arbitration Act No. 4 of 1995 of the Laws of Kenya or of any enactment amending or replacing the same shall apply. Such decision of the Arbitrator appointed herein shall be binding to the extent permissible by law. The Parties may however appeal against the decision of an arbitrator(s) on any point of law or fact.

**15. Communication and service location:**

Any notice or communication required or permitted to be given in terms of this SLA shall be valid and effective only if effected in writing, and sent to the other party by hand delivery served upon an authorized employee of the party being served, or sent by registered post or by recognized courier service, or other method for which the sender has written proof of delivery and addressed to the addresses identified in this clause:

If to AGRA:  
Alliance for a Green Revolution in Africa;  
P. O Box 66773,  
Westlands 00800  
Nairobi, Kenya

If to the Service Provider:  
[CONTRACTORNAME]  
[CONTRACTORPOSTADDRESS]  
[CONTRACTORCITY], [CONTRACTOROPERATIONLAW]

**16. Force Majeure:**

Neither party shall be liable for any delay in performing or failure to perform its obligations under this SLA by reason of national emergency, war, prohibitive governmental regulations or any other cause beyond the reasonable control of such party PROVIDED ALWAYS that the party prevented from performing its obligations under this SLA shall notify the other party in writing of its inability at the earliest practicable time.

**17. Severability:**

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

[NEWPAGE]

IN WITNESS WHEREOF, each party has caused its duly authorized representative to sign and endorse this Agreement.

for and on behalf of:  
**[CONTRACTORNAME]**

.............................  
Signature

[CONTRACTORSIGNATORY]

Date: .............................

In the presence of:

.............................

Name

.............................

Capacity

.............................

Signature

for and on behalf of:

**The Alliance for a Green Revolution in Africa**:

..............................  
Signature

[AGRASIGNATORYNAME]  
[AGRASIGNATORYTITLE]

Date: .............................

In the presence of:

.............................

Name

.............................

Capacity

.............................

Signature

**Amendment #: [AMENDMENTNUMBER] Contract Reference No. [ORIGINALCONTRACTID]**

This amendment (the "Amendment") is made as of this [AGREEMENTDATE], by and between the Alliance for a Green Revolution in Africa (AGRA) and [CONTRACTORNAME], parties to the above-referenced agreement dated [ORIGINALCONTRACTDATE] (the "Agreement").

1. The Agreement is amended as follows:

[AMENDMENTS]

2. Unless the context otherwise requires, words and expressions defined in the Agreement shall have the same meaning and effect when used in this Amendment unless the same is duly altered or amended herein.

3. Except as expressly set forth in this Amendment, all terms and conditions of the Agreement shall continue in full force and effect. In the event there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

 IN WITNESS WHEREOF, each party has caused its duly authorized representative to sign and endorse this Agreement.

Contractor:  
[CONTRACTORNAME]

 .............................  
Signature

[CONTRACTORSIGNATORY]

Date: .............................

 In the presence of:

.............................

Name

.............................

Capacity

.............................

Signature

AGRA:  
The Alliance for a Green Revolution in Africa

  ..............................  
Signature

[SIGNATORY]

Date: .............................

In the presence of:

.............................

Name

.............................

Capacity

.............................

Signature

1. *The weighting for each evaluation criteria aspect should be predetermined prior to submission of solicitation documents and updated accordingly.* [↑](#footnote-ref-1)