



AGRICULTURE AND FOOD AUTHORITY
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ADDENDUM NO 2

PUBLISHED ON 12th May 2026

NOTICE TO ELIGIBLE BIDDERS

Pursuant to Section 75(1) of the Public Procurement and Asset Disposal Act, 2015, the Authority wishes to inform all eligible bidders that changes and clarifications sought by bidders have been addressed for the tender listed below:

NOTE: All other provisions of the Tender documents remain unchanged

Tender No. AFA/RFP/04/2025-2026: Provision of Tax Consultancy Services.

1. The special conditions of the contract have been reviewed as follows:
2. The Summary of costs must include the PPRA LEVY of 0.03%

1. SECTION 8: SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya
4.1	The language is: English
6.1 and 6.2	The addresses are:- Agriculture and Food Authority Attention: Director General Facsimile: Tel +254700638672/0737454618 E-mail: info@afa.go.ke Consultant: Will be determined after the award Attention: Facsimile:
8.1	The Lead Member on behalf of the JV is JV NOT ALLOWED
9.1	The Authorized Representatives are: For the Agriculture and Food Authority: Director Finance and Planning For the Consultant: shall be identified after award

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
11.1	The effectiveness conditions are the following: they <i>will be agreed upon during negotiation</i>
12.1	Termination of Contract for Failure to Become Effective: The period shall be 30 Days
13.1	Commencement of Services: The number of days shall be 5 days after the award Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Agriculture and Food Authority in writing as a written statement signed by each Key Expert
14.1	Expiration of Contract: The period shall be 90 Days
21.1.3	Agriculture and Food Authority reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works, or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
23.1	<p>No additional provisions. <i>[OR</i></p> <p>The following limitation of the Consultant's Liability towards the Agriculture and Food Authority can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Agriculture and Food Authority:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Agriculture and Food Authority's property, the authority shall not be liable</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 20px;">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 20px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p> <p><i>[Notes to the Agriculture and Food Authority and the Consultant:</i></p> <p><i>Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Agriculture and Food Authority <u>prior to accepting any changes</u> to what was included in the issued RFP.</i></p> <p><i>To be acceptable to the Agriculture and Food Authority, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Agriculture and Food Authority, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Agriculture and Food Authority.</u> Also, the Consultant's liability should never</i></p>

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	<p><i>be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Agriculture and Food Authority does not accept a provision to the effect that the Agriculture and Food Authority shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Agriculture and Food Authority to the extent permissible by the law applicable in Kenya.]</i></p>
24.1	<p>(a) Professional liability insurance, with a minimum coverage of Kenya Shillings One hundred million.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Agriculture and Food Authority's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>in accordance with the applicable law in Kenya</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Agriculture and Food Authority's country.</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Agriculture and Food Authority's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<p>The additional rights to the use of the documents are: N/A <i>[If applicable, insert any exceptions to proprietary rights provisions]</i></p>
27.2	<p>The Consultant shall not use these documents in the future for purposes unrelated to this Contract without the prior written approval of the Agriculture and Food Authority.]</p> <p><i>OR</i></p> <p>The Agriculture and Food Authority shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultant.</p> <p><i>OR</i></p> <p><i>[Neither Party shall use for purposes unrelated to this Contract without the prior written approval of the other Party.]</i></p>
32.1 (a) through (f)	<p><i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, indicate Not Applicable.]</i>N/A</p>
32.1(g)	<p><i>[List here any other assistance to be provided by the Agriculture and Food Authority. If there is no such other assistance, indicate Not Applicable for this Clause SCC 32.1(g).]</i>N/A</p>

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38.1	<p>The Contract price is: shall be determined after award</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be “paid ” by the Consultant.</p> <p>The amount of such taxes is shall be finalized at the Contract’s negotiations on the basis of the tax amounts provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</p>
39.1 and 39.2	<p><i>[The Agriculture and Food Authority, depending on the source of funds and tax exemptions already granted by the Government, shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Agriculture and Food Authority for any such tax they might have to pay (or that the Agriculture and Food Authority would pay such tax on behalf of the Consultant)]</i></p> <p>The Agriculture and Food Authority warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2)]</i></p> <p><i>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants, and the Experts shall be exempt</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, depending on whether the Agriculture and Food Authority shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p><i>“the Agriculture and Food Authority shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Agriculture and Food Authority shall reimburse the Consultant, the Sub-consultants and the Experts”]</i></p> <p>any taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Agriculture and Food Authority’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Kenya), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into Kenya by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Agriculture and Food Authority and which is treated as property of the Agriculture and Food Authority;</p> <p>(d) any property brought into Kenya by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of Kenya), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Agriculture and Food Authority’s country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Kenya in importing property into Kenya; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Agriculture and Food Authority’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Kenya, or (b) shall reimburse them to the Agriculture and Food Authority if they were paid by the Agriculture and Food Authority at the time the property in question was brought into the Agriculture and Food Authority’s country.</p>

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40.2	<p>The payment schedule:</p> <p>1st payment: Thirty (40) percent of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]. E.g., “Twenty (20) percent of the lump sum contract price shall be paid upon submission and approval of the Inception Report</p> <p>2nd payment: Example: Thirty (30) percent of the lumpsum Contract Price shall be paid upon submission of an acceptable Draft Report.</p> <p>3rd and Final Payment: Example: Thirty (30) percent of the lumpsum Contract Price shall be paid upon submission and approval of the Final Report.</p> <p><i>Every Payment shall be subject to (i) submission to the Agriculture and Food Authority of the prerequisite Report and/or payment request documents, and, (ii) approval and acceptance of the said reports and documents by the Agriculture and Food Authority]</i></p>
40.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment 20% of the contract price shall be made within [30] days after the receipt of an advance bank payment guarantee by the Agriculture and Food Authority. The advance payment will be set off by the Agriculture and Food Authority in equal portions against [list the payments against which the advance is offset].</p> <p>(2) The advance bank payment guarantee shall be in the 20% of the contract price and in the Kenyan shillings currency (ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
40.2.4	<p>The accounts are: shall be agreed after the award</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
41.1	<p>The interest rate is: 5%</p>
44.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des</i></p>

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	<p><i>Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i>] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Agriculture and Food Authority and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>

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	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Agriculture and Food Authority’s country nor the Consultant’s country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

2 FORM FIN-2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes				
0.03% PPRA LEVY				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

For further information or detailed clarifications, please refer to the specific tender documents or contact the Authority through **tenders@afa.go.ke**.

DEPUTY DIRECTOR SUPPLY CHAIN MANAGEMENT