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**ADDENDUM NO 1**

**PUBLISHED ON 23<sup>RD</sup> FEBRUARY 2026**

**NOTICE TO ELIGIBLE BIDDERS**

**EXTENSION OF TENDER SUBMISSION DEADLINE AND CLARIFICATIONS.**

Pursuant to Section 75(1) of the Public Procurement and Asset Disposal Act, 2015, the Authority hereby informs all eligible bidders that the submission deadline for all eight (8) tenders advertised on 10th February 2026, which were initially scheduled to close on 25th February 2026, has been **extended to 3rd March 2026 at 11:00 a.m. with clarifications made on some specific tenders.**

<b>No.</b>	<b>Tender Ref No.</b>	<b>Tender Name</b>	<b>Eligibility</b>
1.	AFA/OT/06/2025-2026	Security Information and Event Management (SIEM) Services.	AGPO-Youth
2.	AFA/OT/07/2025-2026	LAN upgrade and maintenance of Voice over Internet Protocol (VoIP).	AGPO -Youth
3.	AFA/RFP/03/2025-2026	Provision of Consultancy Services for Market Research and Development of an Expansion Strategy for Kenyan Macadamia Nuts in the Indian Market.	Open National Tender
4	AFA/OT/08/2025-2026	Leasing of office space at Kahawa House, Ground Floor.	Open National Tender
5	AFA/OT/09/2025-2026	Coffee Roasting and Commercial Grinders Equipment.	AGPO- Youth
6	AFA/OT/10/2025-2026	Framework Agreement for the provision of Catering Services for a period of three years.	AGPO-Women
7	AFA/OT/11/2025-2026	Prequalification of suppliers for the Provision of Chartered Helicopter Services.	Open National Tender
8	AFA/OT/12/2025-2026	Re-advertisement of Corporate Governance Audit.	Open National Tender

Additionally, the following clarifications have been provided to address specific issues relating to the tender listed below:

**Tender No. AFA/RFP/03/2025-2026: Provision of Consultancy Services for Market Research and Development of an Expansion Strategy for Kenyan Macadamia Nuts in the Indian Market.**

1. Mandatory requirement has been MR15, the validity period has been reviewed to read as follows:-  
 Submit a valid Tender Security of Kshs. 150,000.00 (Kenya Shillings One Hundred and fifty Thousand) valid for 30 days beyond the Tender Validity period from a reputable bank recognized by the Central Bank of Kenya (CBK), at the CBK prevailing exchange rate on the date of the tender advertisement
2. The Summary of costs must include the PPRA LEVY of 0.03%
3. The special conditions of the contract have been reviewed as follows:-

**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	<p>The addresses are:-</p> <p>Procuring Entity: Agriculture and Food Authority            Attention: Director General            Facsimile: Tel +254700638672/0737454618            E-mail: <b>info@afa.go.ke</b></p> <p>Consultant: will be determined after negotiations            Attention:            Facsimile:            E-mail:</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “Not Applicable”;</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is to be provided after negotiations</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity, <i>Director Legal Services</i></p> <p>For the Consultant: <i>shall be given after Negotiations</i></p>
11.1	The effectiveness conditions are the following: <i>“Not Applicable.”</i>
12.1	Termination of Contract for Failure to Become Effective:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The period shall be indicated after negotiations
13.1	<p>Commencement of Services:</p> <p>The number of days shall be communicated after the award and negotiations</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The period shall be given during contract signing</p>
23.1	<p>No additional provisions.</p> <p><i>[OR:</i></p> <p>The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Procuring Entity:</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 Procuring Entity's property, shall not be liable to the Procuring Entity:</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 [insert a multiplier, e.g.: one, two, three] 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>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of <b>_shall be agreed during negotiations</b> <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract]</i>;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity'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 Procuring Entity'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 Procuring Entity'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</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	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.
27.1	<i>[If applicable, insert any exceptions to proprietary rights provision shall be completed after negotiations]</i>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated “Not Applicable”. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software..... <b>Shall be agreed during Negotiations</b> for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.]</i></p> <p><i>OR</i></p> <p><i>[The Procuring Entity shall not use these [insert what applies..... documents and software.....] <b>shall be agreed during Negotiations</b> for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></p> <p><i>OR</i></p> <p><i>[Neither Party shall use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</i></p>
35.1 (a) through (f)	<i>[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, indicate “Not Applicable”] <b>shall be agreed during Negotiations</b></i>
35.1(g)	<i>[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate “Not Applicable” for this Clause SCC 35.1(g).] <b>shall be agreed during Negotiations</b></i>
41.2	<p>The ceiling in foreign currency is: N/A.</p> <p>The ceiling in local currency is: After award, inclusive of local indirect taxes.</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Procuring Entity <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the amounts provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i><b>shall be agreed during Negotiations</b></p>
42.3	<p>Price adjustment on the remuneration “<b>does not apply.</b>”</p> <p><i>If the price adjustment applies, indicate the formula and procedure to be used for the adjustments.</i></p>
42.4(iv)	The other remuneration items are: <b>shall be agreed upon during Negotiations</b>
43.1	<i>[The Procuring Entity shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Procuring Entity for any such tax they</i>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant]</i></p> <p>The Procuring Entity warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Local Taxes”):</i></p> <p><i>If ITC 16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from.”</i></p> <p><i>OR</i></p> <p><i>If ITC 16.3 does not indicate the exemption and, and depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following: “the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Procuring Entity 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 Kenya on the Consultant, the Sub-consultants, and the Experts.</p>
44.1	The currency or currencies of payment shall be the following: <b>Kenya Shillings</b> , which should be the same as in the Financial Proposal, Form FIN-2.
45.1(a)	<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 [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Procuring Entity in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p>
45.1(b)	<p><i>[Indicate “Not Applicable” for this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit to the Procuring Entity itemized statements at time intervals of _____. <b>shall be agreed during Negotiations</b></p>
45.1(e)	The accounts are: for foreign currency: <i>[insert account]</i> . for local currency: <i>[insert account]</i> . <b>shall be agreed during Negotiations</b>
46.1	The interest rate is: <i>[insert rate]</i> .
49	Disputes shall be settled by arbitration by the Nairobi Centre for International Arbitrations.

**TENDER NO. AFA/OT/07/2025-2026 LAN UPGRADE AND MAINTENANCE OF VOICE OVER INTERNET PROTOCOL (VOIP).**

**1. Clarification on ITT 16.2 (a) and ITT 47.3**

ITT 16.2 (a)	Manufacturer’s authorization is for the IP telephony and Active devices.
ITT 47.3	Performance security, if so required, shall be in the sum of 1% of the estimated contract Price.

**2. TECHNICAL EVALUATION CRITERIA**

Due diligence will be done to confirm the authenticity of the documents submitted. Bidders scoring a total of 80% and above at the technical evaluation stage will proceed to the final stage of financial

NO	EXPERIENCE OF THE FIRM	Max Weight
<b>TR 1</b>	Provide at least four (4) Contracts/LSO in structured cabling and PBX setup Similar works <b>(2 marks each to a maximum of (8 Marks). Due diligence will be carried out</b> Others prorated at: <u>No. of contracts x8 Marks</u> 4 Contracts	8
<b>TR 2</b>	Provide four(4) clients in the last five years with contracts valued at Kshs.3 Million and above 5 marks each. Others prorated at: <u>No. of clients x20 Marks</u> 4 clients	20
<b>TR 3</b>	Provide at least four completion certificates for the projects <b>(2 marks each)</b>	8
	<b>KEY STAFF QUALIFICATIONS</b>	
<b>TR4</b>	<b>Project Manager/Team Leader</b> <b>Qualifications – Bachelor’s Degree in a related ICT field – Attach Certificate (2 Marks)</b>  Three years of experience in Project Planning and Management <b>(3Marks for each year)</b>  Project Management Certification for the project manager. (Prince2 or PMP). Attach Certificate  <b>(2 Marks)</b>	2  9  2
<b>TR 5 (a)</b>	<b>Team Members (Two Engineers) Qualifications – Bachelor’s Degree in Computer Science– Attach Certificates (2 Marks for each member)</b>	4

(b)	Two years of experience in Structural cabling for two Engineers <b>(4 Marks for each)</b>	8
(c)	Must have CCNP R & S certificate <b>(2 Marks each)</b> . Attach	4
(d)	Certifications.  Two (2) Certified Professionals on the proposed VOIP Solution. <b>(Attach Certifications)</b>	4
TR 6	Provide a Technical proposal with a detailed design of the proposed VOIP solution integration, SIP calls routing, Prefix dialer to the proposed trunks. Proposed call billing solution for the service provider DIDs.	6
TR 7	Attach a Project Implementation Plan, which must contain the following: i) Detailed activities and milestones ii) Timelines iii) Resources required <b>NOTE: Violation of the proposed timelines will attract penalties during Project implementation</b>	10
TR 8	Draft SLA on the maintenance of the VOIP solution.	5
TR 9	Annual turnover of Kshs. 4 Million for each year 2024 and 2025 Audited financial accounts  <u>Turnover x 10 marks</u> 4M	10
	<b>TOTAL</b>	<b>100</b>

**TENDER NO. AFA/OT/09/2025 -2026- SUPPLY AND DELIVERY OF COFFEE ROASTING AND COMMERCIAL GRINDERS EQUIPMENTS**

**1 TECHNICAL EVALUATION-TECHNICAL SPECIFICATIONS FOR THE PROPOSED MACHINES AND EQUIPMENT**

<b>s/no</b>	<b>Item description</b>	<b>specifications</b>	<b>Quantity</b>	<b>Bidder to prove the proposed machines meet the minimum technical specifications by confirming and attaching brochures of the same machines. show the proposed brand.</b>

<p><b>1.</b></p>	<p>Industrial Grinder</p>	<p><b>PRODUCT DETAILS</b></p> <ul style="list-style-type: none"> <li>- Unparalleled solution for industrial use in small to medium-size lab and or roasteries.</li> <li>- Specially developed motors allowing high grinding speed at all grind adjustment steps</li> <li>- Preservation of coffee's unique aroma thanks to uniform, gentle and cool grinding made possible by built-in fan and specially sharpened burrs</li> <li>- Stepless grind adjustment</li> <li>- Precision burrs made of high quality wear-resistant material</li> <li>- Very easy to maintain and to clean</li> </ul> <p><b>TECHNICAL DETAILS</b></p> <ul style="list-style-type: none"> <li>- Voltage // frequencies // phases:</li> <li>- 200-240 V // 50 Hz // 3~</li> <li>- <b>Revolutions per minute:</b> 1400 rpm (50 Hz)</li> <li>- <b>Burr diameter:</b> 140 mm</li> <li>- <b>Burr material:</b> Special steel</li> <li>- <b>Burr grind life</b> (median setting): ca. 10-15 tons</li> </ul>	<p><b>1</b></p>	
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		<ul style="list-style-type: none"> <li>- <b>Average grinding capacity*:</b> 36 g/s</li> <li>- <b>Bean hopper capacity:</b> approx. 10kg</li> <li>- <b>Nominal power:</b> 1700-2000 W</li> <li>- <b>Dimensions (w x h x d):</b> 260 x 640 x 340 mm</li> <li>- <b>Dimensions of packing (w x h x d):</b> 330 x 730 x 400 mm</li> <li>- <b>Net weight:</b> 38kg</li> <li>- <b>Standard color:</b> Jet black</li> </ul> <p><b>EQUIPMENT FEATURES:</b></p> <ul style="list-style-type: none"> <li>- Powerful three-phase motor</li> <li>- Grind size adjustment with extraction information</li> <li>- Industrial hopper</li> <li>- Hopper slider</li> <li>- Removable spout extension</li> </ul>		
<b>2.</b>	<b>Sample Roaster - 06</b>	<ul style="list-style-type: none"> <li>- 6 top parts with roasting drums, filling quantity: 80 - 100 g of green coffee each</li> <li>- 6 installed thermometers, 0-300° C, to indicate the roasting temperatures, each with thermo-sensors and capillaries</li> </ul>	<b>1</b>	

		<ul style="list-style-type: none"> <li>- 3 base parts installed on a base plate</li> <li>- 1 exhaust gas collecting socket with connections, plug and connecting hoses</li> <li>- 6 cooling sieves</li> <li>- 1 gas fitting for propane gas with 6 manual gas regulating valves and 1 manual main shut-off valve, gas connection on the left as well as 6 heating devices, each with automatic, electrical ignition device</li> <li>- 1 chaff cyclone with attached exhaust fan, chaff collecting bin and frame</li> <li>- 1 set of accessory parts with gas pressure regulator</li> <li>- Lacquering powder-coated black as per RAL 9005</li> <li>- Connected load: 230 V, 50 Hz, 1-phase</li> <li>- Heating: propane gas</li> </ul>		
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<p><b>3.</b></p>	<p>Laboratory Grinder</p>	<p><b>FEATURES</b></p> <ul style="list-style-type: none"> <li>- Optimal for use in shops, roasteries and laboratories</li> <li>- Almost residue free grinding due to vertical burrs</li> <li>- Spout with metal knocker and bag clamp for the perfect hold of the coffee bag</li> <li>- Height-adjustable and removable table for a flexible positioning of the coffee grounds container or a bag</li> <li>- Grind settings recommendation labeled on grinder</li> </ul> <p><b>TECHNICAL</b></p> <ul style="list-style-type: none"> <li>- <b>Voltage // frequencies // phases // nominal power:</b></li> <li>- 220-240 V // 50/60 Hz // 1~ // 1100 W</li> <li>- <b>Idle speed:</b> 2900 rpm (50 Hz); 3500 rpm (60 Hz)</li> <li>- <b>Burr diameter:</b> 71 mm</li> <li>- <b>Burr material:</b> Special steel</li> <li>- <b>Burr grind life</b> (median setting): ca. 3.000 kg</li> <li>- <b>Average grinding capacity*:</b> approx.</li> </ul>	<p><b>1</b></p>	
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		<p>800-900 g/min; 13-15 g/s</p> <ul style="list-style-type: none"> <li>- <b>Bean hopper capacity:</b> approx. 900 g</li> <li>- <b>Dimensions (w x h x d):</b> 22 x 62 x 33 cm</li> <li>- <b>Net weight:</b> 28 kg</li> <li>- <b>Certifications:</b> CE, CB, ETL Safety, ETL Sanitation</li> <li>- <b>Standards:</b></li> <li>- Conforms to:</li> <li>- IEC/EN 60335-1</li> <li>- IEC/EN 60335-2-64</li> <li>- Certified to:</li> <li>- UL 763</li> <li>- CSA C22.2 No. 195</li> <li>- NSF/ANSI 8</li> </ul>		
	compatibility with kenya power supply system	All Machines power system must be compatible to Kenya Power Supply System.		



## 2.List of Goods and Delivery Schedule

### List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination AFA Coffee Directorate	Delivery(as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [ <i>to be provided by the tenderer</i> ]
1	<b>SAMPLE ROASTER - 06</b>	1	Pcs	AFA Coffee Directorate	5 days after signing of contract	10 days after signing of contract	
2	<b>INDUSTRIAL GRINDER</b>	1	Pcs	AFA Coffee Directorate	10 days after signing of contract	10 days after signing of contract	
3	<b>LABORATORY GRINDER</b>	1	Pcs	AFA Coffee Directorate	10 days after signing of contract	10 days after signing of contract	



**TENDER NO. AFA/OT/10/2025-2026 - FRAMEWORK AGREEMENT FOR THE PROVISION OF CATERING SERVICES FOR A PERIOD OF THREE YEARS**

1. The special conditions of the contract have been reviewed as follows:-

**SPECIAL CONDITIONS OF CONTRACT**

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.1(a)</b>	The Adjudicator is <i>AFA Legal Division</i>
<b>1.1(v)</b>	Project Manager is -Administration Officer
<b>1.1(d)</b>	The contract name is <i>Catering Services</i>
<b>1.1(g)</b>	The Procuring Entity is the <i>Agriculture and Food Authority</i>
<b>1.1(l)</b>	The Member in Charge is
<b>1.1(o)</b>	The Service Provider will be determined <i>after the award</i>
<b>1.4</b>	The addresses are: Procuring Entity Agriculture and Food Authority Attention: Director General Telex: N/A Service Provider: determined after award Attention: Email address
<b>1.6</b>	The Authorized Representatives are: For the Procuring Entity: Administration Division For the Service Provider: shall be determined after award
<b>2.1</b>	The date on which this Contract shall come into effect <i>shall be determined after award</i>
<b>2.2.2</b>	The Starting Date for the commencement of Services shall be determined after the award
<b>2.3</b>	The Intended Completion Date is <i>three years</i>
<b>2.4.1</b>	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
<b>3.2.3</b>	Activities prohibited after termination of this Contract are: carrying out any services after expiry/termination of the contract
<b>3.4</b>	The risks and coverage by insurance shall be: as agreed by both parties

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> <li>(i) Third Party motor vehicle</li> <li>(ii) Third Party liability</li> <li>(iii) Procuring Entity’s liability and workers’ compensation</li> <li>(iv) Professional liability</li> <li>(v) Loss or damage to equipment and property</li> </ul>
3.5(d)	The other actions agreed by both parties
3.7	Restrictions on the use of documents prepared by the Service Provider are: agreed by both parties
3.8.1	The liquidated damages rate is <i>as shall be agreed by both parties</i> per day The maximum amount of liquidated damages for the whole contract is <i>as agreed by both parties as a</i> percent of the final Contract Price.
3.8.3	The percentage as agreed by both parties to be used for the calculation of Lack of performance Penalty(ies) is <i>as agreed by both parties</i>
5.1	The assistance and exemptions provided to the Service Provider are: as agreed by both parties
6.2(a)	The amount in Kenya Shillings as agreed by both parties
6.3.2	The performance incentive paid to the Service Provider shall be: as agreed by both parties
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: N/A percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: Supply and Delivery of orders as per the request.  Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</li> <li>• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.</li> <li>• The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.</li> </ul>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.5	<p>Payment shall be made within <i>30 Days</i> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <i>30</i> days in the case of the final payment.</p> <p>The interest rate is <i>10%</i></p>
6.6.1	<p>Price adjustment is <i>N/A</i> in accordance with Sub-Clause 6.6</p> <p>The coefficients for adjustment of prices are <i>N/A</i></p> <p>(a) For local currency:</p> <p style="padding-left: 40px;"><math>A_L</math> is <i>N/A</i></p> <p style="padding-left: 40px;"><math>B_L</math> is <i>N/A</i></p> <p style="padding-left: 40px;"><math>C_L</math> is <i>N/A</i></p> <p style="padding-left: 40px;"><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from <i>N/A</i></p> <p style="padding-left: 40px;"><math>I_{mc}</math> and <math>I_{oc}</math> are the index for <i>N/A</i> from <i>N/A</i></p> <p>(b) For foreign currency</p> <p style="padding-left: 40px;"><math>A_F</math> is <i>N/A</i></p> <p style="padding-left: 40px;"><math>B_F</math> is <i>N/A</i></p> <p style="padding-left: 40px;"><math>C_F</math> is <i>N/A</i></p> <p style="padding-left: 40px;"><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from <i>N/A</i></p> <p style="padding-left: 40px;"><math>I_{mc}</math> and <math>I_{oc}</math> are the index for <i>N/A</i> from <i>N/A</i></p>
7.1	<p>The principle and modalities of inspection of the Services by the Procuring Entity are as follows: Immediately after the goods are delivered</p> <p>The Defects Liability Period is <i>N/A</i></p>
9.1	<p>The designated Appointing Authority for a new Adjudicator is <i>AFA Legal division</i></p>
9.2	<p>The Adjudicator is <i>AFA Legal Division</i> Who will be paid a rate of <i>N/A</i> per hour of work? The following reimbursable expenses are recognized: <i>N/A</i></p>

## TENDER NO. AFA/OT/12/2025-2026 RE-ADVERTISEMENT OF CORPORATE GOVERNANCE AUDIT

1. Mandatory requirement has been MR14, the validity period has been reviewed to read as follows:-

Submit a valid Tender Security of Kshs. 50,000.00 (Kenya Shillings Fifty Thousand valid for 30days after the tender validity period from a reputable bank recognized by the Central Bank of Kenya (CBK), at the CBK prevailing exchange rate on the date of the tender advertisement.

2. The Summary of costs must include the PPRA LEVY of 0.03%
3. Revision of Technical Requirement (TR 1) General Experience.

S/No	Description	Weight	Total Score
TR 1 (a)	<p style="text-align: center;"><b>EXPERIENCE:</b></p> <p>General Experience- Consulting firm's experience in providing corporate governance audit services for public/ private development programs/projects of the same Scope or larger scope in Kenya/Africa - A minimum of five (5) years of pertinent experience - attach the company profile with a summary of previous consultancies</p> <p>Show experience of having provided corporate governance audit services to at least three organizations</p> <p>Three contracts/LSOs for corporate governance audit services, each with a value of at least Kshs. 3 million, completed within the last five (5) years.</p>	<p>2 marks</p> <p>4 Marks each organization</p>	<p>2 Marks</p> <p>12 Marks</p>

4. Clarification on the special condition of the contract is as follows:

#### 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	<p>The addresses are:-</p> <p>Procuring Entity: Agriculture and Food Authority            Attention: Director General            Facsimile: Tel +254700638672/0737454618            E-mail: <a href="mailto:info@afa.go.ke">info@afa.go.ke</a></p> <p>Consultant: will be determined after negotiations            Attention:            Facsimile:            E-mail:</p>
8.1	<p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _ to be determined after negotiations</p>
9.1	The Authorized Representatives are:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>For the Procuring Entity, <i>Director Legal Services</i></p> <p>For the Consultant: <i>shall be given after Negotiations</i></p>
11.1	The effectiveness conditions are the following: <i>“Not Applicable.”</i>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The period shall be indicated after negotiations</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be communicated after the award and negotiations</p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The period shall be given during contract signing</p>
23.1	<p>No additional provisions.</p> <p><i>[OR:</i></p> <p>The following limitation of the Consultant’s Liability towards the Procuring Entity can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Procuring Entity:</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 Procuring Entity’s property, shall not be liable to the Procuring Entity:</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 [insert a multiplier, e.g.: one, two, three] 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>
24.1	The insurance coverage against the risks shall be as follows:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(a) Professional liability insurance, with a minimum coverage of <b>_shall be agreed during negotiations</b> [<i>insert amount and currency which should be not less than the total ceiling amount of the Contract</i>];</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity’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 Procuring Entity’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 Procuring Entity’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	<i>[If applicable, insert any exceptions to proprietary rights provision shall be completed after negotiations]</i>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be indicated “Not Applicable”. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies..... documents and software..... <b>Shall be agreed during Negotiations</b> for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.]</i></p> <p><i>OR</i></p> <p><i>[The Procuring Entity shall not use these [insert what applies..... documents and software.....] <b>shall be agreed during Negotiations</b> for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></p> <p><i>OR</i></p> <p><i>[Neither Party shall use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
35.1 (a) through (f)	<i>[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, indicate “Not Applicable”]</i> <b>shall be agreed during Negotiations</b>
35.1(g)	<i>[List here any other assistance to be provided by the Procuring Entity. If there is no such other assistance, indicate “Not Applicable” for this Clause SCC 35.1(g).]</i> <b>shall be agreed during Negotiations</b>
41.2	<p>The ceiling in foreign currency is: N/A.</p> <p>The ceiling in local currency is: After award, inclusive of local indirect taxes.</p> <p>Any local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Procuring Entity <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the amounts provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i> <b>shall be agreed during Negotiations</b></p>
42.3	Price adjustment on the remuneration <b>“does not apply.”</b> <i>If the price adjustment applies, indicate the formula and procedure to be used for the adjustments.</i>
42.4(iv)	The other remuneration items are: <b>shall be agreed upon during Negotiations</b>
43.1	<p><i>[The Procuring Entity shall decide whether the Consultant (i) should be exempted from local tax, or (ii) should be reimbursed by the Procuring Entity for any such tax they might have to pay (or that the Procuring Entity would pay such tax on behalf of the Consultant)]</i></p> <p>The Procuring Entity warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Local Taxes”):</i></p> <p><i>If ITC 16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from.”</i></p> <p><i>OR</i></p> <p><i>If ITC16.3 does not indicate the exemption and, and depending on whether the Procuring Entity shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p><i>“the Procuring Entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Procuring Entity 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 Kenya on the Consultant, the Sub-consultants, and the Experts.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
44.1	The currency or currencies of payment shall be the following: <b><i>Kenya Shillings, which should be the same as in the Financial Proposal, Form FIN-2.</i></b>
45.1(a)	<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 [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Procuring Entity in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.</p>
45.1(b)	<p><i>[Indicate “Not Applicable” for this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p>The Consultant shall submit to the Procuring Entity itemized statements at time intervals of _____. <b><i>shall be agreed during Negotiations</i></b></p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>. <b><i>shall be agreed during Negotiations</i></b></p>
46.1	The interest rate is: <i>[insert rate]</i> .
49	Disputes shall be settled by arbitration by the Nairobi Centre for International Arbitrations.

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**